AGENDA

NEWPORT NEWS CITY COUNCIL
REGULAR CITY COUNCIL MEETING

JULY 9, 2019

City Council Chambers

7:00 p.m.
A. Call to Order
B. Invocation
   • Elder Darrin Lyons, Bethel Restoration Center
C. Pledge of Allegiance to the Flag of the United States of America
D. Presentations
E. Public Hearings
   1. Ordinance Authorizing and Directing the City Manager to Execute the Relocation of the Skiffe's Creek Access Easement Held By the City Across Property Owned By Green Mount Associates, LLC, Located at 1651 Green Mount Parkway in James City County
F. Consent Agenda
   1. Minutes of the Work Session of June 25, 2019
   2. Minutes of the Special Meeting of June 25, 2019
   3. Minutes of the Regular Meeting of June 25, 2019
   4. Ordinance Accepting Glen Meadows Subdivision Street and Public Improvements into the City Street System
G. Other City Council Actions
1. Resolution Approving the Capital Improvements Plan (CIP) for Fiscal Year 2020 - 2024 for the City of Newport News, Virginia

2. Ordinance Amending and Reordaining City Code Chapter 6, Animals and Fowl; Article I., In General; Section 6-1.1, Definitions Generally; and Article III., Animal Welfare Ordinance; Section 6-78, Unattended Tethering of Dogs Prohibited; Exceptions

3. Ordinance Amending and Reordaining City Code Chapter 30, Pawnbrokers; Buyers of Old Gold and Silver; to Define "Pawnbrokers" and Require Documentation of Identity of the Person Pawning

4. Resolution Authorizing and Directing the City Manager to Enter into a Cooperative Agreement With the Virginia Department of Game and Inland Fisheries and James City County to Operate a Boat Launch and Park on City-Owned Property Adjacent to the Diascund Reservoir in James City County

5. Resolution Authorizing a Lease Between the City of Newport News and the Industrial Development Authority (IDA) for the Coats & Clark Site/Building and Authorizing and Directing the City Manager to Execute Any Documents Necessary to Effectuate the Transaction

H. Appropriations

1. None Submitted

I. Citizen Comments on Matters Germaine to the Business of City Council

J. *New Business and Councilmember Comments

1. City Manager
2. City Attorney
3. City Clerk
4. Cherry
5. Harris
6. Jenkins
7. Price
8. Scott
9. Vick
10. Woodbury

K. Adjourn

*THE BUSINESS PORTION OF THE MEETING WILL BE CONCLUDED NO LATER THAN 10:00 P.M. TO ALLOW PERSONS TO ADDRESS CITY COUNCIL UNDER "CITIZEN COMMENTS ON MATTERS GERMANE TO THE BUSINESS OF CITY COUNCIL."
A. Call to Order

B. Invocation - Elder Darrin Lyons, Bethel Restoration Center

C. Pledge of Allegiance to the Flag of the United States of America

D. Presentations
E. Public Hearings

1. Ordinance Authorizing and Directing the City Manager to Execute the Relocation of the Skiffe's Creek Access Easement Held By the City Across Property Owned By Green Mount Associates, LLC, Located at 1651 Green Mount Parkway in James City County

**ACTIONS:**

A REQUEST TO ADOPT AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE THE RELLOCATION OF THE SKIFFE'S CREEK ACCESS EASEMENT HELD BY THE CITY ACROSS PROPERTY OWNED BY GREEN MOUNT ASSOCIATES, LLC LOCATED AT 1651 GREEN MOUNT PARKWAY IN JAMES CITY COUNTY.

**BACKGROUND:**

- The location of the access easement is on property located at 1651 Green Mount Parkway in James City County.

- This easement relocation is requested by Green Mount Associates, LLC to enable the sale of property for development.

- Relocating the access easement will not conflict with City operations at Skiffe's Creek.

- In exchange for the City releasing and vacating a portion of its access easement, Green Mount will provide a new access easement to the City.

- A Notice of Public Hearing has been published for the required four consecutive weeks.

- The City Manager recommends approval.

**FISCAL IMPACT:**

- N/A

**ATTACHMENTS:**

Description
Memo to HCC re Green Mount Assoc. Easement Relocation 7.3.19
Easement Relocation Skiffe's Creek - 9451 Merrimac Trail
The Department of Waterworks (Waterworks) received a request from Green Mount Associates, LLC to relocate a portion of an access easement across their property located at 1651 Green Mount Parkway in James City County. The City holds an access easement providing access to City-owned property located at 9451 Merrimac Trail in James City County. Waterworks acquired this easement and 8.9 acres of property in 2015. The easement provides access to the western side of Skiffe's Creek Dam until Green Mount Parkway, a public road, is completed.

Green Mount Associates, LLC now wishes to sell, for development, a portion of the property over which the access easement passes prior to the completion of Green Mount Parkway. Relocating the access easement will allow them to do so, and will not conflict with City operations at Skiffe's Creek. In exchange for the City releasing and vacating a portion of its access easement, Green Mount will provide a new access easement to the City. Waterworks personnel and equipment will maintain access to the dam and City-owned property over this route until the public road is completed.

A Notice of Public Hearing has been published in the Daily Press for the required four consecutive weeks. City Council is requested to adopt an ordinance authorizing the relocation of the access easement, with follow-up action referred to my office.

I recommend approval.
ORDINANCE NO. _____________

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, ALL DOCUMENTS NECESSARY TO EFFECTUATE THE RELOCATION OF AN ACCESS EASEMENT TO CITY-OWNED PROPERTY ADJACENT TO SKIFFE’S CREEK RESERVOIR.

WHEREAS, in 2015, the City of Newport News, Virginia ("the City") and Green Mount Associates, L.L.C. ("Green Mount") executed a Deed of Boundary Line Adjustment, recorded in the Clerk’s Office of the Circuit Court for the County of James City as Instrument No. 150002349; and

WHEREAS, in the aforesaid Deed of Boundary Line Adjustment, the City and Green Mount adjusted the common boundaries of a Green Mount owned parcel commonly referred to as 1651 Green Mount Parkway and a City-owned parcel commonly referred to as 9451 Merrimac Trail, both located in the County of James City. The City also received an access easement from Green Mount; and

WHEREAS, Green Mount has requested that the City relocate its access easement to facilitate Green Mount’s future plans for its property; and

WHEREAS, an exchange is proposed whereby Green Mount will provide the City a new access easement in exchange for the City releasing and vacating its rights in a portion of the existing access easement; and

WHEREAS, the City will maintain uninterrupted access to its parcel along the relocated access easement until such time as Green Mount Parkway is extended to the boundary of the City-owned parcel and open to the public; and

WHEREAS, public notice of the proposed action has been published as required by law; and

WHEREAS, a draft Deed of Easement and Vacation of Easement and an exhibit plat have been prepared and presented at this meeting and the City Manager recommends approval of the proposed easement relocation on substantially the same terms contained in the draft; and

WHEREAS, the City Council is of the opinion that it is in the public interest to implement the proposed easement relocation.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Newport News, Virginia:

1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, a Deed of Easement and Vacation of
Easement which substantially conforms to the terms of the draft Deed of Easement and Vacation of Easement attached hereto, subject to the review and approval of the City Attorney.

2. That the City Manager is authorized to take such further actions and execute such further documents as shall be necessary to effectuate the proposed easement relocation, provided that all such documents shall be reviewed and approved by the City Attorney before execution.

3. That this ordinance shall be in effect on and after the date of its adoption, July 9, 2019.
DEED OF EASEMENT AND VACATION OF EASEMENT

THIS DEED OF EASEMENT AND VACATION OF EASEMENT ("Deed of Easement"), made as of the ___ day of __________, 2019, by and between GREEN MOUNT ASSOCIATES, L.L.C., a Virginia limited liability company ("Green Mount") (to be indexed as Grantor and Grantee), whose mailing address is 11835 Fishing Point Drive, Suite 101, Newport News, Virginia, 23606; and the CITY OF NEWPORT NEWS, VIRGINIA, a municipal corporation of the Commonwealth of Virginia, 2400 Washington Avenue, Newport News, Virginia 23607 ("City") (index as Grantor and Grantee), and the COUNTY OF JAMES CITY, a Virginia political subdivision, whose address is P.O. Box 8784, Williamsburg, Virginia 23187-8784 ("County") (index as Grantor).

WITNESSETH:

WHEREAS, Green Mount is the owner of Lot 1, Phase 2, Part of Remainder Lot 3A, and Remainder of Lot 3A (collectively, "Greenmount Parcels"), all as shown on that certain plat entitled, "PLAT OF SUBDIVISION LOT 1, PHASE 2 AND GREEN MOUNT PARKWAY RIGHT OF WAY, GREEN MOUNT INDUSTRIAL PARK, PROPERTY OF GREEN MOUNT ASSOCIATES, L.L.C.", dated September 24, 2018 and made by AES Consulting Engineers, which Plat has been recorded in the Clerk’s Office of the Circuit Court for the County of James City (the "Clerk’s Office") as Instrument Number _________________ (the "Subdivision Plat"); and
WHEREAS, the City is the beneficiary of an existing 30’ Ingress & Egress Easement as shown on Instrument Number 150002349 recorded in the Clerk’s Office ("Existing Access Easement") providing access for the City to its parcel known as Parcel Id Number 6010100003 (69.9 acres) (the “City’s Parcel”); and

WHEREAS, the County is the owner of certain real property identified in the James City County land records as Parcel Id: 6010100004B (the “County’s Parcel”), originally containing approximately 12.6164 Acres, as shown and described in that certain Deed and Reservation of Ingress-Egress Easement dated June 29, 2007, recorded in the Clerk’s Office as Instrument No. 0700019184, and now containing 10.5494 acres after modifications as shown on the Subdivision Plat; and

WHEREAS, Green Mount, the County and the City are agreeing to certain changes to the Existing Access Easement to relocate a portion of the Existing Access Easement, granting a new easement for that relocated portion, and releasing part of the Existing Access Easement; and

WHEREAS, the agreed changes are shown on that certain Plat entitled “EXHIBIT SHOWING VACATED AND RELOCATED PORTIONS OF THE 30’ INGRESS & EGRESS EASEMENT FROM PARCEL ID #6010100003 TO EXISTING GREEN MOUNT PARKWAY PREPARED FOR GREEN MOUNT ASSOCIATES, L.L.C.” made by AES Consulting Engineers and dated January 31, 2019, which plat is attached hereto as Exhibit A and fully incorporated herein (“Easement Plat”).

NOW, THEREFORE, in consideration of the exchanges, covenants and consideration stated in this Deed of Easement, the parties as agree as follows:

1. Relocated Easement. Green Mount hereby grants to the City a non-exclusive, perpetual easement, and to the extent applicable the County hereby grants the City a non-exclusive, perpetual license, over and across those certain portions of the Green Mount Parcels and the County Parcel (i) identified as “Relocated 30’ Ingress & Egress Easement from Parcel Id #6010100003 To Existing Green Mount Parkway Hereby Created” and (ii) as identified on the Easement Plat as “Relocated and Hereby Created”, all as shown on that certain Easement Plat attached as Exhibit A. The City hereby accepts the new location of the 30’ Ingress & Egress Easement for all purposes, subject to all existing easements, and rights of others as shown in the recorded documents in the Clerk’s Office.
2. **Release of Portions of Existing Easement.** The City hereby vacates and releases the Existing Easement as and to the extent shown on the Easement Plat on and over (i) Lot 1, Phase 2, and (ii) Part of Remainder of Lot 3A, each as identified as “Portion of Existing 30’ Ingress & Egress Easement From Parcel ID. #6010100003 To Existing Green Mount Parkway per Instrument #150002349 Hereby Vacated and Relocated Now As Shown Hereon” and each shown on Exhibit A by cross-hatched designations. Green Mount, the County and the City intend the Existing Access Easement to continue in an uninterrupted manner but in the relocated location shown on the Easement Plat as “Relocated and Hereby Created” for all purposes.

3. **Temporary Easement.** In partial consideration of the release by the City under Section 2 above, Green Mount hereby grants to the City a non-exclusive, temporary easement, and to the extent applicable the County hereby grants the City a non-exclusive, temporary license, over and across those certain portions of the Green Mount Parcels shown on Exhibit A by cross-hatched designations, starting at the easternmost boundary line of “Existing Lot 1, Phase 2” and continuing across “A Part of Remainder of Lot 3A” Parcel ID # 6010100004”, and continuing until the cross-hatched area is adjacent to the entire southeastern boundary line of the City’s parcel. Such easement and license may be used for pedestrian and vehicular ingress and egress to the City’s parcel, and shall continue until the earlier of (i) the release of the Existing Access Easement contemplated under Section 4 below, or (ii) Green Mount delivers to the City written notice to relocate the temporary easement from such location onto a roadway that is of a width and quality at least equivalent to the Existing Access Easement as of the date this Deed of Easement is recorded, which newly designated temporary easement shall then relocate the temporary easement granted under this Section 3.1 and will otherwise continue all rights of the City under the temporary access easement hereby granted. Green Mount agrees to prepare and record, at Green Mount’s expense, a deed of easement showing the then-relocated temporary access easement and license (if applicable), if requested by the City at that time. The City agrees that the new location of the temporary access easement may be across property of Green Mount that is or may be subdivided and conveyed to another person so long as Green Mount reserves or otherwise retains the right to grant the City full comparable access over the then-designated location of the access easement. The City further acknowledges and agrees that for such time as may be required for construction of new roads and infrastructure across Green Mount’s property, the temporary access easement and license may be further relocated or subject to detours to
accommodate construction of such roads and infrastructure; provided, however, that the City’s rights of ingress and egress shall continue uninterrupted for the entire term of such temporary easement, and that any temporary easement(s) shall be provided at no cost to City.

4. **Release of Entire 30’ Ingress & Egress Easement.** Upon opening for use by the general public of the Green Mount Parkway 120’ public right-of-way to at least the property boundary line of the City’s Parcel, then the City hereby agrees to vacate and release the Existing Easement and all licenses granted by the County in their entirety to be effective at that time. The City’s access then shall be over the 120’ public right-of-way, Green Mount Parkway, for all purposes. No further release or vacation of the Existing Access Easement shall be required, but the City agrees to execute an additional release, in a typical form for recording by Green Mount, if so requested.

The terms, covenants, and provisions of this Deed shall extend to and be binding upon the successors and assigns of Green Mount, the County and the City and to the extent applicable, shall run with and be a covenant on the land.

Whenever used herein, the singular shall be included in the plural, the plural shall include the singular, and the use of any gender shall include all other genders.

*(Signatures on the following pages)*
WITNESS the following signature and seal:

GRANTOR/GRANTEE:
GREEN MOUNT ASSOCIATES, L.L.C.

By: __________________________
Donald N. Patten, Manager

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____________, to-wit:

I, ____________________________, a Notary Public in and for the City/County and State aforesaid, do hereby certify that Donald N. Patten, as Manager for and on behalf of Green Mount Associates, L.L.C., a Virginia limited liability company, whose name as such is signed to the foregoing Deed dated as of the ___ day of ________, 2019, has acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this _____ day of ________, 2019.

__________________________
Notary Public

My Commission Expires: ____________
Notary Registration No.: ______________

[Signatures continue on next pages]
WITNESS the following signature and seal:

GRANTOR:
COUNTY OF JAMES CITY, VIRGINIA

By: __________________________
Scott Stevens, County Administrator

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF______________, to-wit:

I, __________________________, a Notary Public in and for the City/County and State aforesaid, do hereby certify that Scott Stevens, as County Administrator for and on behalf of the County of James City, Virginia, a political subdivision of the Commonwealth of Virginia, whose name as such is signed to the foregoing Deed dated as of the ___ day of __________, 2019, has acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this _____ day of _________, 2019.

____________________________________
Notary Public

My Commission Expires: _______________
Notary Registration No.: _______________

Approved as to Form:

____________________________________
County Attorney

[Signatures continue on next pages]
WITNESS the following signature and seal:

GRANTOR/GRANTEE:
CITY OF NEWPORT NEWS, VIRGINIA

By: ________________________________
    Cynthia D. Rohlf
    City Manager

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF ____________, to-wit:

I, ________________________________, a Notary Public in and for the City/County and State aforesaid, do hereby certify that Cynthia D. Rohlf, as City Manager for and on behalf of the City of Newport News, Virginia, whose name as such is signed to the foregoing Deed of Easement dated as of the ___ day of ________, 2019, has acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this _____ day of ________, 2019.

______________________________
Notary Public

My Commission Expires: ______________
Notary Registration No.: ______________

[Signatures continue on next page]
WITNESS the following signature and seal:

ATTEST:

______________________________
Mabel V. Washington Jenkins, City Clerk

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF ________________, to-wit:

I, ________________________________, a Notary Public in and for the City/County and State aforesaid, do hereby certify that Mabel V. Washington Jenkins, as City Clerk for and on behalf of the City of Newport News, Virginia, whose name as such is signed to the foregoing Deed of Easement dated as of the ___ day of ________, 2019, has acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this _____ day of ________, 2019.

______________________________
Notary Public

My Commission Expires: ________________
Notary Registration No.: ________________

Approved as to Form:

______________________________
City Attorney
EXHIBIT “A”

To be attached
## EASEMENT CURVE AND EASEMENT LINE TABLE

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## Portion of Existing 30' Ingress & Egress Easement

- From Parcel ID #60100003 to Existing Green Mount Parkway for Instrument #50000349
- To be vacated effective when Green Mount Parkway opens

## Existing Green Mount Parkway

- 120' Right of Way for Public Use Instrument #50000387
- 30' Ingress & Egress Easement Match Legend
- HEREBY VACATED AND RELOCATED

## EXHIBIT SHOWING VACATED AND RELOCATED PORTIONS OF THE 30' INGRESS & EGRESS EASEMENT FROM PARCEL ID #60100003 TO EXISTING GREEN MOUNT PARKWAY

Prepared for Green Mount Associates, LLC.

Robert's District
James City County, VA
F. Consent Agenda

1. Minutes of the Work Session of June 25, 2019

**ACTION:**  
- N/A

**BACKGROUND:**  
- N/A

**FISCAL IMPACT:**  
- N/A

**ATTACHMENTS:**

Description

Minutes of Work Session for June 25, 2019
MINUTES OF WORK SESSION
OF THE NEWPORT NEWS CITY COUNCIL
HELD IN THE DOWNING-GROSS CULTURAL ARTS CENTER – BANQUET ROOM
2410 WICKHAM AVENUE
June 25, 2019
3:00 p.m.

PRESENT: Patricia P. Woodbury; Saundra N. Cherry, D. Min; Marcellus L. Harris III; David H. Jenkins; McKinley L. Price, DDS; Sharon P. Scott, MPA (arrived at 3:17 p.m.); and Tina L. Vick

ABSENT: None

OTHERS PRESENT: Cynthia Rohlf; Collins L. Owens; Mabel Washington Jenkins; Darlene Bradberry; Shelia McAllister; Flora Chioros; Lindsey Carney; Lisa Cipriano; Cory Cloud; Constantinos Velissarios; Keith Ferguson; Susan Goodwin; Virginia Lovette; Florence Kingston; Matthew Johnson; Bryan Pierce; Camden Carpenter; Brian Stilley; Carol Meredith; Venerria Thomas; Everett Skipper; Louis Martinez; Frank James; Sonia Alcantara-Antoine; Dawn Barber; Police Chief Steve Drew; Fire Chief Jeffrey Johnson; Dale Goode; Janie Bazemore; Adrian Whitcomb; Robert Coleman; Alan Archer; David Freeman; Kim Lee; Cleder Jones; Eoghan Miller; Jerri Wilson; Joye Thompkins; Indiana Brown; Zina Middleton; and Josh Reyes

I. Tech Center Master Plan Briefing

City Manager Rohlf introduced Ms. Flora Chioros, Assistant Director, Department of Planning, to provide the Application O3-2018-0001 Master Development Plan for Tech Center Research Park overview, to include regulations and the proposed guidelines (a copy of the presentation, “Application O3-2018-0001 Master Development Plan for Tech Center Research Park – June 25, 2019”, is attached and made a part of these minutes).

Ms. Chioros advised that W.M. Jordan Development LLC was the applicant and contract purchaser; and the owners were the Commonwealth of Virginia, Building One @ Tech Center, LLC, Economic Development Authority for the City of Newport News, City of Newport News & Southeastern Universities Research Association. Application O3-2018-0001 was to approve a Master Development Plan for the Tech Center Research Park that would encompass roughly over 82 acres of property which extended from Jefferson Avenue and Hogan Drive to Canon Boulevard and Oyster Point Road.
Ms. Chioros shared a brief zoning history, the property had been Zoned O3 Office/Research and Development since the citywide comprehensive rezoning became effective in August, 1997.

Ms. Chioros indicated, on August 13, 2013, City Council approved conditional rezoning CZ-13-340, which allowed the development of the mixed use area collectively called the MarketPlace at Tech Center, located at the corner of Jefferson Avenue and Oyster Point Road. The MarketPlace at Tech Center included the commercial area, One Life Fitness, Venture Apartments and Children’s Hospital of The King’s Daughters (CHKD) Medical Offices. On June 28, 2016, City Council approved the Master Development Plan for Building One at Tech Center Research Park of an approximately 3.3 acre area, and adopted design guidelines intended to guide the development of the over 82 acre area that constitutes the overall Tech Center Research Park.

Ms. Chioros advised that the One City, One Future Comprehensive Plan 2040 designated the area as research and development, and expects that future development around the Jefferson Lab would attract opportunities for companies with research and technology as their focus and bring opportunities for new employment.

Councilwoman Woodbury questioned who had control of the property behind Jefferson Lab. City Manager Rohlf indicated the land was reserved for Jefferson Lab.

Councilwoman Cherry questioned the percentage of acreage of the property behind Jefferson Lab for the Ion Collider. Ms. Chioros replied a total acreage was 82.5, with a small portion designated for the Ion Collider. Councilwoman Cherry inquired whether Jefferson Lab agreed that the small portion of the property designated was all that was needed for the Ion Collider. City Manager Rohlf replied that Jefferson Lab agreed and had provided a footprint for the area for the Ion Collider. Councilwoman Cherry questioned what if Jefferson Lab was not awarded the Ion Collider and wanted to use the property for something else, would Jefferson Lab be boxed in. Ms. Chioros replied that she could not answer for Jefferson Lab, but there was a written letter of support from Jefferson Lab and a representative from Jefferson Lab would be available at the June 25, 2019 City Council Regular Meeting. Councilwoman Cherry shared that Jefferson Lab was still in competition and if Jefferson Lab did not get the Ion Collider, suppose Jefferson Lab wanted to do some other expansion, would they be boxed in by all of the other projects at the Tech Center Research Park. City Manager Rohlf replied that Economic Development Authority/Industrial Development Authority (EDA/IDA) would take ownership of the property. Councilwoman Cherry noted, as done in the past, the EDA/IDA would take ownership and turn the property over to big developers.
Councilwoman Woodbury indicated that piece of property was unique for the placement of the Ion Collider for Jefferson Lab, but did not believe the goals would change so much even if they did not get the Ion Collider. Whatever Jefferson Lab would do to expand, it would be in the Research area. Councilwoman Cherry advised the City did not know the amount of acreage needed to expand what Jefferson Lab wanted to do. City Manager Rohlf replied that she was unable to answer what would happen to the property should Jefferson Lab not get the Ion Collider but was sure there would be other facilities needed for research and development even if, it was office space. Councilwoman Cherry stated that Jefferson Lab’s vision was singular. Ms. Flora replied, at this point Jefferson Lab’s focus was on research and development of all works related to physics. As part of that, Jefferson Lab had said to the City as for the Master Planned area, essential what was needed, was the property discussed for their vision and long-term goals moving forward. She shared whether Jefferson Lab got the Ion Collider or not, that Jefferson Lab’s work was monumental. They brought researchers and scientists from around the world and the expansion would continue. The Ion Collider would be a win but that was so far down the road. Jefferson Lab was doing great things and would continue to do so. Councilwoman Cherry indicated that the Ion Collider seemed like a single vision and she not hearing the “what if” should Jefferson Lab not get the Ion Collider. City Manager Rohlf replied there was a back log of people waiting to use the facility to do experiments. Jefferson Lab’s vision of research and development was very broad. She shared that the Ion Collider was the next big science but people did not understand its potential. Vice Mayor Vick shared she was excited and knew the potential. City Manager Rohlf indicated the full scope of what could be done through that science and research was unknown. Mayor Price advised the Ion Collider would be built underground. City Manager Rohlf replied that she was not sure that it would be built underground.

Ms. Chioros advised, in the Regulatory Review the zoning ordinance required development within the office/research center park to be in accordance with a Master Development Plan approved by City Council. The Master Plan governed the physical development of the office park, including building placement, setbacks, lot coverage, and parking requirements. The Plan also addressed details such as building materials, architectural design, landscaping and amenities.

Ms. Chioros advised that the Tech Center Research Park, when fully developed, was expected to contain ten (10) buildings totaling approximately 843,000 square feet with the required 2,810 parking spaces. This would be accomplished with the use of surface parking and two (2) parking structures. The Master Plan was intended to provide for the orderly expansion of research and development oriented industries, and related facilities, with a phased approach. The Jefferson Center for Research and Technology or Jefferson Lab, attracted scientists from around the world to conduct specialized research. The facility employed over 750 people. The proximity of the proposed Tech Center Research Park to Jefferson Lab was a draw for high technology development companies, as well as, other research institutions. She shared, as Jefferson Lab
continued to compete for further growth and expansion, which included the Electron-Ion Collider (EIC) project, the opportunity for having other research facilities at Tech Center may give them a competitive edge over other localities.

Ms. Chioros advised that the proposed plan, as presented, showed a vehicular roadway system that would be developed by the City prior to the completion of any additional phases of development to the plan. The system responded to the recommendations found in the traffic impact analysis (TIA) by McPherson Consulting. The TIA identified improvements essential to the Ferguson expansion at City Center, as well as the full buildout of the Tech Center Research Park. The city would use revenue sharing dollars from VDOT for the development and construction of the public roadway network. She advised, following the main roadways within the public right-of-way, there would be a multi-use path going from Jefferson Avenue to Oyster Point Road along both Hogan Drive and Village Green Parkway, which would be complemented with sidewalks and other open spaces.

Councilwoman Cherry questioned who would develop the roadways on the project. Ms. Chioros replied the City would develop the roadways. Councilwoman Cherry inquired whether it was for Hogan Drive only. Ms. Chioros shared the City would pay for roadways within the public right-of-way going from Jefferson Avenue to Oyster Point Road, along both Hogan Drive and Village Green Parkway. Councilwoman Cherry questioned why the City was paying for the roadway development and not the private developer of the property. Ms. Chioros replied it was a public street. Councilwoman Cherry indicated it was a private developer project and they should pay for the roadway. She understood the City had to pay to maintain the roadway, but did not understand why the City had to pay for the roadway. Ms. Chioros replied Hogan Drive had to be connected to a roadway and the City would pay for the roadway and improvements. Councilwoman Cherry stated, if the project was not being done, the City would not have to pay for the roadway. The project was not the City's project, it was a private developer's project.

City Manager Rohlf introduced Mr. Everett Skipper, Director, Department of Engineering, to provided further details on streets and roadways in the project. Mr. Skipper advised that Jefferson Avenue was most congested along that corridor. The new roadway and improvements would move traffic more quickly from Canon Boulevard, away from the intersection of Jefferson Avenue and Oyster Point Boulevard. Much of the traffic that came to Tech Center and Jefferson Lab came from the interstate. Councilwoman Cherry stated she heard and respected Mr. Skipper's explanation; however, the road was not a road that could be used from Jefferson Avenue to Village Green Parkway. She indicated it was private developer's project, creating the street congestion, and that was why the private developer should pay, and the City could cover the cost for street maintenance. Mr. Skipper gave an example of the City Center project, and the City paid the upfront costs for roadways, stormwater, and utilities. The
connections exit from Jefferson Avenue to Oyster Point Road along both Hogan Drive and Village Green Parkway. Canon Boulevard would make better access for residents and the split would help the residents. Councilwoman Cherry noted just because the City had always paid for everything, did not mean this process had to continue. She advised that she was a member of the Newport News Planning Commission at the time, and recalled the private developers of Tech Center state the City would not have to pay for anything; yet the City continued to pay for private developers. The City had paid for roadways and sump-pumps. Mr. Skipper shared that the City paid for the sump-pump; however, it was being paid for through user fees or people who would be connected to it. Councilwoman Cherry advised, without the private developer who created the issue, the City would not have had to pay for the installation of a sump-pump station. She questioned why the citizens of the City were paying for the private developer roadways. Mr. Skipper shared that the traffic impact analysis (study), had always provided what the developer would pay for, as well as items that were not the developer’s responsibility. The other items in every major development the City paid for and had always been done for every major development. The City was paying for the primary roadways, and off-site development (improvements to the intersection at Canon Boulevard and Thimble Shoals Boulevard) which were considered regionalized improvements. Councilwoman Cherry questioned what other funding would be available to pay for the roadways, other than from the City. City Manager Rohlf replied that City Council had voted on the revenue sharing funds for the road at 50/50 with the State and that the roadways discussed would be of value and benefit to the citizens. Councilwoman Cherry indicated she understood there was a benefit; however, did not know how much revenue was generated at the Tech Center, and why those dollars were not put into the roadways. City Manager Rohlf replied that information would be provided for City Council. She indicated that the Revenue Sharing program began approximately four (4) years ago. Mr. Skipper shared that the Revenue Sharing application would be presented to City Council for consideration at the August or September 2019 Regular Meeting.

Councilwoman Cherry shared, she understood funding used for new development, but had concerns and was challenged when her constituents on Harpersville Road were still in need sidewalks. There were citizens in motorized chairs on the street without sidewalks, and one individual turned over in the ditch. City Manager Rohlf noted Councilwoman Cherry’s concerns.

Ms. Chioros shared that building placement was governed by minimum front, rear and side setbacks of 15 feet. The entrance canopies and building supports may encroach up to 8 feet within these setbacks. The perimeter setbacks from Jefferson Avenue, Oyster Point Road and Canon Boulevard would be a minimum of 70 feet. The proposed architecture would be influenced by existing buildings within Jefferson Lab, to include the ARC building as well as the MarketPlace and Venture Apartments. She advised that signage, which was approved with Building One at Tech Center, was proposed to carry through the entire project, and included a series of freestanding signs varying in height and size depending on location and purpose. All signs should be of similar
design and materials to help with the branding of the research park. The building signs would be permitted on all sides.

Councilwoman Woodbury inquired about the City Code relating to buffers, as she remembered it as 70 sf. Ms. Chioros replied it was the buffer required along Oyster Point Road. Councilwoman Woodbury questioned why the City Code was not observed for the parcel at the MarketPlace at Tech Center. Ms. Chioros replied no, that parcel did not have the same restriction. Councilwoman Woodbury indicated she thought all parcels along major highway observed the same restrictions. She inquired whether the rules were changed for the Tech Center project. Ms. Chioros replied the MarketPlace, which was zoned R-9 went through a rezoning and it was discovered that the parcel discussed, was owned by the State, and never had that restriction in place. Additional buffers were required.

Councilwoman Cherry inquired about the maximum height for entrance signage. Ms. Chioros replied the maximum height was 20 feet. Councilwoman Cherry indicated she thought it was 8 feet, and inquired about the height of the current signage. Ms. Chioros replied the current signage was 15 feet.

Ms. Chioros advised that there were five (5) buildings proposed for the first phase that included the previously approved Building One currently under construction and would total just over 420,000 sf of office space with their associated 1410 surface parking spaces. There were two (2) additional buildings, 7 and 8, that could be built with an additional 180,000 sf of office space with their associated parking fields.

Ms. Chioros indicated the first structured parking would be needed when an additional 80,000 square feet of office space was constructed with Building 9. The second structured parking would be needed with the construction of Building 10 to facilitate the final 80,000 sf of office space. She shared that would bring the total to just over 840,000 square feet of office space in the Tech Center Research Park. The proposed guidelines would set the tone for all development within the Research Park, which included streets, open spaces and facilities.

Ms. Chioros advised, among the amenities proposed within the plan, and were two (2) common open space areas that were complemented by smaller gathering spaces around each of the proposed buildings. The largest of the public spaces was proposed to house a pavilion that would allow for open air concerts and other activities, that would be a focal point of the development. She shared, to offset the lack of the trail system within the wetland area, proffered as part of the rezoning of the MarketPlace due to regulatory challenges, the developer would provide several amenities for which they would bear the responsibility of installing, which included the following: (1) the placement of artwork or sculpture in the small plaza on Hogan
Drive adjacent to Buildings 2 and 3; (2) sodding and irrigation of the public drill field; (3) enhanced landscaping within the public rights-of-way; (4) fountains and lighting within each of the storm water management ponds; and (5) community events within the Tech Center Research Park. All of the common areas and amenities would be open for all of the citizens of Newport News.

Councilwoman Cherry questioned whether Buildings 9 and 10 were parking garages. Ms. Chioros replied yes, Buildings 9 and 10 were parking garages. Councilwoman Cherry questioned who would be paying for those two (2) garages. City Manager Rohlf replied the City had not made any commitment to pay, and those garages and would not be built for another 12 – 15 years. Councilwoman Cherry indicated when City Council approved the Master Plan, the parking garages were included. City Manager Rohlf reiterated that there was no financial commitment from the City.

Councilwoman Cherry inquired about the art work? She also inquired about the trails that was in the plan prior to this Master Plan, where were the trails? City Manager Rohlf replied the trails at the MarketPlace, the developers did not get the permit to not do the trails. Councilwoman Cherry shared that the developers submitted a proffer for the trails, but did not follow through. She asked why? City Manager Rohlf replied the developers had a Conditional Use Permit and proffered the trails, if they could get the permits. Councilwoman Cherry questioned whether the developers applied for the permit needed. City Manager Rohlf replied no, the developers did not do the trails. City Attorney Owens advised the Conditional Use Permit was contingent upon approval. Councilwoman Cherry had concerns with the proffers, the developers indicated they would do proffers in the first plan and did not, came back with more proffers on the Master Plan. She questioned whether the developers would follow through with those proffers because they had not done so previously. Where was the integrity and transiency? City Attorney Owens stated the application would have been submitted through the Army Corps of Engineers for a wetlands permit. Councilwoman Cherry again questioned whether the developers applied to the Army Corps of Engineers and to Department of Environmental Quality for the proper permit. Did the developers get rejected, what happened? City Attorney Owens replied that he did not have the answers but would inquiere.

II. Comments / Ideas / Suggestions

Councilwoman Cherry advised that bulk trash had not been picked up across from the 7-11 at 600 Jefferson Avenue and 27th Street. City Manager Rohlf replied staff would ensure that the bulk trash got picked up.

Councilman Jenkins advised that he would submit constituent(s) questions and concerns to the City Manager via email with full details.
III. Closed Session

(3:50 p.m. – 3:58 p.m.)

THERE BEING NO FURTHER BUSINESS
ON MOTION, COUNCIL ADJOURNED 4:00 P.M.

Zina F. Middleton, MMC
Chief Deputy City Clerk

McKinley L. Price
Mayor
Presiding Officer

A true copy,teste:

City Clerk
F. Consent Agenda

2. Minutes of the Special Meeting of June 25, 2019

ACTION: ● N/A

BACKGROUND: ● N/A

FISCAL IMPACT: ● N/A

ATTACHMENTS:
Description
Minutes of Special Meeting for June 25, 2019
MINUTES OF SPECIAL MEETING
OF THE NEWPORT NEWS CITY COUNCIL
HELD IN THE 10TH FLOOR CONFERENCE ROOM
2400 WASHINGTON AVENUE
June 25, 2019
3:50 P.M.

PRESENT: Dr. Patricia P. Woodbury; Saundra N. Cherry, D. Min; Marcellus L. Harris III,
David H. Jenkins; McKinley L. Price, DDS; Sharon P. Scott, MPA; and Tina L.
Vick...........................................................................................................................................7

ABSENT: None..........................................................................................................................0

OTHERS PRESENT: Cynthia Rohlf; Collins Owens; Mabel Washington Jenkins; Darlene
Bradbury; Alan K. Archer; Indiana Brown; and Zina Middleton.

After ascertaining that proper meeting notice had been provided to each member
of City Council, Mayor Price called the meeting to order and stated the meeting was being held
for the following purpose:

(1) To call a closed meeting pursuant to Section 2.2-3711(A) of the Code of
Virginia, 1950, as amended, subsection: (7) A consultation with legal
counsel pertaining to actual and probable litigation, where such
consultation in open meeting would adversely affect the negotiating
posture of the public body, the subjects of which was a case involving
employment and civil rights claims.

Councilwoman Cherry moved for a closed meeting under section and
reason cited above; seconded by Vice Mayor Vick.

Vote on Roll Call:
Ayes: Woodbury, Cherry, Harris, Jenkins, Price, Scott, Vick
Nays: None

(Closed Session 3:50 p.m. – 3:58 p.m.)

After reconvening in open session, Councilwoman Cherry moved
to certify that to the best of each member’s knowledge (1) only public business matters
lawfully exempted from open meeting requirements under the Virginia Freedom of
Information Act, and (2) only such public business matters as were identified in the
motion by which the closed meeting was convened were heard, discussed or considered
in the closed meeting by the Council. Motion seconded by Vice Mayor Vick.

Vote on Roll Call:
Ayes: Woodbury, Cherry, Harris, Jenkins, Price, Scott, Vick
Nays: None

THERE BEING NO FURTHER BUSINESS,
ON MOTION, COUNCIL ADJOURNED AT 3:58 P.M.
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Minutes of Special Meeting
June 25, 2019

Mabel Jenkins
Mabel Washington Jenkins, MMC
City Clerk

A true copy, tested:

City Clerk

McKinley L. Price, DDS
Mayor
Presiding Officer
CERTIFICATE OF CLOSED MEETING

MEETING DATE: June 25, 2019

MOTION: Councilman Saundra N. Cherry, D. Min.
SECOND: Vice Mayor Tina Vick

WHEREAS, the City Council of the City of Newport News has convened a closed meeting on this date pursuant to an affirmative recorded vote as required under the Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712.D of the Code of Virginia, 1950, as amended, requires a certification by this City Council that such closed meeting was conducted in conformity with Virginia law.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newport News does hereby certify that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the City Council.

VOTE

AYES: Woodbury, Cherry, Harris, Jenkins, Price, Scott, Vick
NAYS: None
ABSTENTION: None

ABSENT DURING VOTE: None

ABSENT DURING MEETING: None

ATTEST:

Mabel Washington Jenkins, MMC
City Clerk
F. Consent Agenda

3. Minutes of the Regular Meeting of June 25, 2019

**ACTION:**  
- N/A

**BACKGROUND:**  
- N/A

**FISCAL IMPACT:**  
- N/A

**ATTACHMENTS:**
Description
Minutes of Regular Meeting for June 25, 2019
MINUTES OF REGULAR MEETING
OF THE NEWPORT NEWS CITY COUNCIL
HELD IN THE CITY COUNCIL CHAMBERS
2400 WASHINGTON AVENUE
JUNE 25, 2019
7:00 P.M.

PRESENT: Dr. Patricia P. Woodbury; Saundra N. Cherry, D. Min; Marcellus L. Harris III; David H. Jenkins; McKinley L. Price, DDS; Sharon P. Scott, MPA; and Tina L. Vick

ABSENT: None

A. Call to Order

Mayor Price called the meeting to order, and extended a welcome to all in attendance. He identified the procedure for citizen participation regarding items on the Council agenda, as well as the opportunity for citizens to address City Council on matters germane to the business of the Council. He explained matters that were germane to the business of Council meant matters that the City Council, by law, were empowered to act upon. This did not include announcements that were personal to an individual, business, or organization. He pointed out the availability of copies of the ordinance highlighting citizen participation, and encouraged citizens to review the document.

Mayor Price requested that cell phones and/or pagers be silenced or turned off.

B. Invocation

The invocation was rendered by Pastor David Godwin, City Life Church.

C. Pledge of Allegiance to the Flag of the United States of America

The Pledge of Allegiance to the Flag of the United States of America was led by Councilwoman Woodbury.

D. Presentations

1. Resolution of Recognition: 100th Anniversary of The Apprentice School at Newport News Shipbuilding

Dr. Latitia McCane, Director, The Apprentice School at Newport News Shipbuilding accepted the resolution.

Mayor Price advised that The Apprentice School at Newport News Shipbuilding would celebrate its 100th Anniversary on July 1, 2019. He shared that the first Newport News Shipbuilding Apprentice, Mr. Norwood Jones, graduated on April 4, 1894. The Apprentice School was formalized in 1919.

Mayor Price indicated that the apprenticeship had developed from an informal method of learning to a highly effective, structure, instructional system for apprentices, combining essential academic education and skills training to succeed in demanding careers,
D. Presentations Continued

1. Resolution of Recognition: 100th Anniversary of The Apprentice School at Newport News Shipbuilding Continued

while earning compensation for on-the-job training experience. The academic curriculum included studies in Mathematics, Physics, Strength of Materials, Drafting, Marine Engineering, Shipbuilding Operations, and Technical Communications, among other disciplines leading to a strong technical education foundation.

Mayor Price advised that approximately 800 young men and women were enrolled in 28 different apprenticeships provided by The Apprentice School. The Apprentice School had contributed to Newport News Shipbuilding’s reputation, tradition, and success, producing complex sea-faring vessels and passenger ships, to nuclear submarines and aircraft carriers, with the craftsmanship of highly skilled graduates. He indicated that The Apprentice School at Newport News Shipbuilding had graduated more than 10,800 Apprentices in its history.

Mayor Price shared, in 2013, a new 90,000 square foot facility for The Apprentice School was opened, and included eight computer labs, two video-conferencing classrooms, a physics lab, and a 600-seat gymnasium. He also shared that The Apprentice School had an athletic program consisting of six teams, known as The Apprentice Builders.

With a mission focused on craftsmanship, scholarship, and leadership, Mayor Price indicated The Apprentice School helped shape future leaders of Newport News Shipbuilding and the shipbuilding industry. He continued, announcing that the 100th Anniversary of The Apprentice School at Newport News Shipbuilding would be celebrated throughout the year 2019, with various announcement, events, and activities.

On behalf of his colleagues on the Newport News City Council, Mayor Price recognized and celebrated The Apprentice School for its 100th Anniversary in the City of Newport News. They congratulated the faculty, staff, and graduates for their dedicated service to the City of Newport News.

E. Public Hearings

1. Ordinance O3-2018-0001 Authorizing the City Manager to Execute Any and All Documents Necessary to Effectuate an Agreement for the Proposed Tech Center Master Plan By and Between the City of Newport News and W.M. Jordan Development, LLC

AN ORDINANCE APPROVING MASTER DEVELOPMENT PLAN NO. O3-1028-0001 FOR THE HEREINAFTER DESCRIBED PROPERTY IN AN O3 OFFICE/RESEARCH AND DEVELOPMENT DISTRICT. This ordinance approved the Tech Center Research Park Master Plan No. O3-2018-0001 to W. M. Jordan Development LLC (applicant), and the Commonwealth of Virginia, Newport News Economic Development Authority, City of Newport News, Building One at Tech Center LLC, and Southeastern Universi-
E. Public Hearings Continued

1. Ordinance O3-2018-0001 Authorizing the City Manager to Execute Any and All Documents Necessary to Effectuate an Agreement for the Proposed Tech Center Master Plan By and Between the City of Newport News and W.M. Jordan Development, LLC Continued

ties Research Association (owners), for nine properties, located at 12050 and 12098 Jefferson Avenue; 628 and 630 Hofstader Road; 690, 700, and 730 Oyster Point Road; and 12003 and 11951 Canon Boulevard, at the Tech Center Research Park, and zoned O3 Office/Research Development District. Development in the O3 Office/Research and Development District required an approved Master Development Plan by City Council. The proposed Tech Center Research Park Master Development Plan provided guidelines and a framework for the review and approval of the proposed buildings and layout of the development. On June 5, 2019, the City Planning Commission voted unanimously 8:0 to recommend approval of the request, with conditions. The City Manager recommended approval.

Ms. Lindsey Carney, Attorney with the law firm, Patten, Hatten, Wornom, and Diamonstein, 12350 Jefferson Avenue, Newport News, represented the applicant, W.M. Jordan Development LLC, in submission of the Tech Center Master Development Plan for City Council consideration. She was accompanied by Mr. Skip Smith of W. M. Jordan Development LLC, who was available to answer questions.

Ms. Carney thanked members of the City’s Planning Department, Mr. Saul Gleiser, Senior Planner; Ms. Flora Chioros, Assistant Director; and Ms. Sheila McAllister, Director; as well as the Department of Development for their work on the Master Plan. Ms. Carney shared the following highlights of the Plan: (1) The Plan was the product of many meetings with the Planning Department, Jefferson Lab, and the Economic Development Department to collaborate on design guidelines; and (2) the goal for the Plan was that it would benefit the community as a whole. In June 2016, City Council approved Phase I of the Master Development Plan for the 3.3 acre parcel on which Building 1 had been constructed. The land was owned by the Commonwealth of Virginia, at that time, and controlled by William and Mary, with W.M. Jordan Development having negotiated a purchase agreement contingent on receiving approval of the Master Plan. Ms. Carney advised that the 80,000 square foot building was complete and 98% leased. The tenants of the cutting edge office building jointly employed and/or serviced a combination of 250 employees in Building 1 alone. She announced that the official ribbon cutting ceremony would be held in August 2019. Ms. Carney advised it was her client’s goal to obtain approval of the Master Plan and Design Guidelines for the remainder of the 80 acre park, with the ultimate goal that the entire community would also benefit from the Tech Center. New job creation, labor income, and additional state and local tax revenue would be impactful. Seven hundred sixty-seven (767) new jobs, with $42.9 million in associated labor income was projected by the time Building 2 was completed, which resulted in $118.9 million in additional economic output in the City of Newport News.
E. Public Hearings Continued

1. Ordinance O3-2018-0001 Authorizing the City Manager to Execute Any and All Documents Necessary to Effectuate an Agreement for the Proposed Tech Center Master Plan By and Between the City of Newport News and W.M. Jordan Development, LLC Continued

Ms. Carney advised that the benefits of the Tech Center were more than economic – Building placement was designed to frame open area/open spaces and establish communal gathering areas. The eight-foot wide multi-use trail would provide the ability to walk, bike, and jog through the Tech Center connecting from Jefferson Avenue to Oyster Point, to Canon Boulevard. She further advised, at the MarketPlace rezoning, the developer attempted to put in trails, applying for a permit to impact the wetlands for the trails. The permit was to be approved by the Army Corps of Engineers (ACE) and the Department of Environmental Quality (DEQ), but was not approved. The applicant was only able to impact for the building. On behalf of her client, Ms. Carney respectfully requested that City Council support the Master Plan and the associated Design Guidelines, in order that the developer could advance his plans for Building 2.

Councilwoman Woodbury asked Ms. Carney to explain about the first trails. Ms. Carney replied that MarketPlace at Tech Center was the mixed-use development area at the corner of Oyster Point Road and Jefferson Avenue. It was not a part of the Corporate Research Park, but was a separate project. The property was re-zoned to mixed-use. The re-zoning application was made with proffers – voluntary conditions to which the developer agreed. One of the proffers was to install pedestrian trails through the wetlands, subject to governmental approval. When meeting with the ACE and DEQ, they requested to impact the wetlands areas with the trails, but were not permitted to impact with the trails for the following reasons: (1) Nothing could be done to effect the water flow, which would prohibit ground trails. The design team inquired about elevated trails, i.e. a boardwalk concept, allowing the water to flow underneath; (2) The DEQ felt elevated trails would cause a “shade impact,” not allowing the wetlands to thrive; and (3) Trails would encourage individuals to come in and perhaps litter and leave trash behind, and they did not like that impact to the wetlands. Ms. Carney indicated the applicant’s permit was not approved to install trails. As a result, the developer agreed to do other things to encourage others outside in the Corporate Research Center (CRC) site; e.g., public art installed between the Buildings 2 and 3 in the small plaza; enhanced landscaping through the City’s right-of-way; add lights and fountains to the BMPs; and sod and irrigate the drill field, which was the open space where tenants and the community were encouraged to gather and attend other events presented by the developer.

Councilwoman Cherry thanked Ms. Carney for the information, particularly about the wetlands. She inquired whether the applicant applied for a permit, and was denied. Ms. Carney responded that the applicant applied for a permit for impact for two things – buildings were impacting the wetlands, and for the trails. When the permit was received back from the ACE and DEQ, it only authorized the impact for the building. It only said what was permitted. When the applicant followed up with the ACE, they were told that would not be permitted to have impact for the trials.
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June 25, 2019

E. Public Hearings Continued

1. Ordinance O3-2018-0001 Authorizing the City Manager to Execute Any and All Documents Necessary to Effectuate an Agreement for the Proposed Tech Center Master Plan By and Between the City of Newport News and W.M. Jordan Development, LLC Continued

Councilwoman Cherry questioned, being that it was a proffer, would it not have been proper to come back to the City to advise of this, since it was the proffer to which City Council agreed. When Council voted, they voted with the proffers in place. Ms. Carney replied that staff was advised – having communicated with the Department of Planning and the Economic Development Department, who were present at some of the meetings where ACE and DEQ said they would not permit the trials. Councilwoman Cherry expressed concern that a proffer was approved, and was not fulfilled, and now the applicant wanted Council to consider communal gathering areas. She questioned what would guarantee that the applicant would fulfill its promise, if they did not uphold its promise in the first.

Ms. Carney advised that the first was subject to governmental approval, which was written in the proffers. What was included in the Master Plan before City Council was the drill field. The common spaces for communal gatherings was a part of the proffered plan and Design Guidelines. The other items; i.e. the public art, lighted fountains, landscaping, were added as a result of comments from the Planning Commission. Councilwoman Cherry questioned who would be responsible for the artwork. Ms. Carney replied that the plan was to work with the Peninsula Arts Foundation or another organization to do a sculpture or other artwork similar to what was throughout the City. The Developer agreed that it would be at the Developer's cost.

Councilwoman Cherry inquired about the plans for a parking garage. She indicated this was a private development, and there were City streets for which the City struggled to find funding, (referencing the Harpersville Road community where residents on motorized wheelchairs had to get into the street to travel). She questioned why the City would pay for roads for a private developer, and why the developer was not paying for the roads in their private development, and the City would then pay for the maintenance of those roads. She reiterated asking the expectation that the City should pay for a private street for a private development. Regarding the parking garages, Ms. Carney replied the garages were required to achieve the density the Master Plan promoted – 840,000 square feet. When the Plan was started, it was important to the City, and the Jefferson Lab, who wanted to get one million square feet. Because the Department of Energy (DOE) needed other land, the square footage was reduced. Parking garages were required to accomplish the density. It was important to note that this was a phased development, and the applicant could conceivably build seven buildings before the first parking garage was needed, which was seventy percent (70%) of the entire development. The parking garages would not be needed until the last two buildings were constructed. The applicant negotiated with the Economic Development Authority (EDA) a Memorandum of Understanding (MOU), which was the precursor to a development agreement. The MOU stated there were public infrastructure improvements, such as parking garages and roads, which would be negotiated at the development agreement stage, as to cost. Regarding the roads, Ms. Carney advised the City was
E. Public Hearings Continued

1. Ordinance O3-2018-0001 Authorizing the City Manager to Execute Any and All Documents Necessary to Effectuate an Agreement for the Proposed Tech Center Master Plan By and Between the City of Newport News and W.M. Jordan Development, LLC Continued

paying because these were public roads. The applicant had a traffic impact analysis (TIA) done, which explained the impact the development would create, which would be paid for by the developer. There were other developments occurring in the City which facilitated a need to have other access points – at Village Green Highway and Canon Boulevard, which was why the City agreed to pay for the roads. The City availed itself of the revenue sharing with Virginia Department of Transportation (VDOT) dollars.

Councilwoman Cherry expressed concern, wondering as other phases were reached, whether the applicant would come back to the City to pay for the parking garages. Ms. Carney responded that she was not saying that the developer was agreeing to pay for the parking garages. If the Master Plan was approved, the applicant would continue to negotiate with the EDA for the Development Agreement, which outlined a plethora of how the Park would be managed, to include putting in a property management association, and would control much more than parking garages. At that point, discussions would occur regarding contributions from the developer and the City to the public infrastructure. Councilwoman Cherry reminded that she was on the Planning Commission when the MarketPlace was rezoned, and she distinctly recalled the developer saying they would not come to the City for anything, the City’s money would not be needed, which had not been the case and was an issue for her.

Ms. Carney addressed the comment at the re-zoning of MarketPlace, the intention was that the developer sought no incentives or contributions to the buildings and the parking areas within the MarketPlace property. The contributions that were made were to Jefferson Avenue and Oyster Point Road, which was a part of the TIA, as well as the pump station. Ms. Carney advised that the developer contributed fifty percent (50%) of the cost for the pump station, and the City contributed the other fifty percent. As buildings come on line in the Tech Center, and need to use the pump station, the funds were paid back to the City. Councilwoman Cherry advised, as the Development Agreement was worked on, it would be nice to hear that the developer would cover the brunt or the project, even if the City had to take care of some of the parking garages, but that the cost was not offset to the citizens.

Mr. Brad Williamson, Chief Operating Officer (COO) of ITA International LLC, 630 Hofstader Road, Suite 202, Newport News, shared that ITA moved its headquarters from Yorktown, Virginia, in May 2019, to the first building in the Tech Center. He advised that ITA employed 45 personnel that represented 400 total employees that operated in 20 states and three foreign countries. Two of the most significant clients were the Navy in Norfolk, and Air Force at Langley Air Force Base. He explained that the geographic location of the Tech Center was ideal. More important, Mr. Williamson advised that ITA had made a significant investment in both the education of a data analytic workforce. The Tech Center afforded the ability to create
E. Public Hearings Continued

1. Ordinance O3-2018-0001 Authorizing the City Manager to Execute Any and All Documents Necessary to Effectuate an Agreement for the Proposed Tech Center Master Plan By and Between the City of Newport News and W.M. Jordan Development, LLC Continued

a new business, dedicated to the Data Analytic Center. The Tech Center was conducive to the high-tech employees that ITA needed to attract, and put them in a mixed-use space of commercial and retail that was ideal for its employees and interacting with other companies in the Tech Center. The company, GATHER, occupied the other part of the second floor, and affords the ability to surge its workforce by utilizing space within GATHER spaces. The location of Jefferson Lab and the potential for growth with the Ion Collider, was ideal. ITA's workforce comes from Virginia Beach, Gloucester, and north of Williamsburg, made the accessibility of the location at the Tech Center from Interstate 64. The Tech Center provided the perfect ability to interact with clients from Cheatham Annex, the Yorktown Weapons Station, Langley Air Force Base, and Norfolk.

Mr. Sean Hughes, 5308 Discovery Park Boulevard Williamsburg, representing the College of William and Mary, who served as the custodial agency lines located within the Tech Center. Mr. Hughes expressed his support of the Tech Center Master Development Plan. The College of William and Mary, and its counterparts in the Commonwealth of Virginia, found the Plan appropriate and beneficial, and expressed support for the perceived benefits.

Mr. Mike Maier, Chief Operating Officer (COO) at Jefferson Lab, 12000 Jefferson Avenue, Newport News, expressed support to the Tech Center Master Plan. He indicated this was an important contribution to Jefferson Lab's overall mission in attracting talent to the Newport News area. He pointed out the following three distinct benefits for City Council consideration: (1) the development sent an unmistakable message of the commitment of the City of Newport News to developing a high-tech nucleus; (2) the Tech Center development enabled Jefferson Lab to attract top technical talent to the area; and (3) the development would allow Jefferson Lab to advance its technology transfer agenda. A big part of its mission was to move some of the high technology it developed and perfected at the Laboratory, to the MarketPlace.

Vice Mayor Vick thanked Mr. Maier for his comments. She inquired whether many of Jefferson Lab's employees resided in Newport News. Mr. Maier replied that approximately thirty percent (30%) of the administrative and support employees hired were local, but the Scientists and Engineers needed to develop the designs for the Accelerator and its systems were recruited from all over the world.

Councilwoman Scott moved closure of the public hearing; seconded by Vice Mayor Vick.
E. Public Hearings Continued

1. Ordinance O3-2018-0001 Authorizing the City Manager to Execute Any and All Documents Necessary to Effectuate an Agreement for the Proposed Tech Center Master Plan By and Between the City of Newport News and W.M. Jordan Development, LLC Continued

Vote on Roll Call:
Ayes: Woodbury, Cherry, Harris, Jenkins, Price, Scott, Vick
Nays: None

Vice Mayor Vick moved adoption of the ordinance as shown above; seconded by Councilwoman Scott.

Councilwoman Woodbury inquired for clarification, because there were many comments and concerns received regarding parking garages that the City would not pay for the parking garages. City Manager Rohlf responded that the City had made no commitment to pay for parking garages.

Councilwoman Cherry advised that she would vote in favor of the project because she believed it was a good project, but was concerned about the responsibility, financially, that would be out-laid for the City. She reiterated her concerns about the parking garage, about the different phases, and what it would mean as far as fiscal responsibility for the City. It was her hope that the developer would consider the proffers that had made, and would fulfill those proffers since they were not made before.

Vote on Roll Call:
Ayes: Woodbury, Cherry, Harris, Jenkins, Price, Scott, Vick
Nays: None

2. Ordinance Authorizing Conditional Use Permit No. CU-2019-0005, to First Baptist Church Newport News, to Allow for the Installation of an Electronic Display Sign in Conjunction With a Community Facility Located at 12716 Warwick Boulevard and Zoned R3 Single-Family Dwelling

AN ORDINANCE GRANTING CONDITIONAL USE PERMIT NUMBER CU-2019-0005 FOR THE HEREAFTER DESCRIBED PROPERTY FOR THE PURPOSE OF ALLOWING THE INSTALLATION OF AN ELECTRONIC DISPLAY SIGN FOR A COMMUNITY FACILITY IN A RESIDENTIAL DISTRICT. This ordinance authorized Conditional Use Permit No. CU-2019-0005 to First Baptist Church Newport News for the installation of an electronic display sign in conjunction with a community facility on property located at 12716 Warwick Boulevard and zoned R3 Single-Family Dwelling. The proposed sign met all regulatory requirements of the Sign Ordinance for size and operation. The new sign would be located at the newly created intersection of City Center Boulevard and Warwick Boulevard. On June 5, 2019, the City Planning Commission voted unanimously 8:0 to recommend approval of the request, with conditions. The City Manager recommended approval.
E. Public Hearings Continued


Mr. Kris Keyes, 45 Minton Drive, Newport News, as a member of First Baptist Church Newport news, respectfully requested Council approval of Conditional Use Permit No. CU-2019-0005, to First Baptist Church Newport News, to allow the installation of an electronic display sign, in conjunction with a community facility, located at 12716 Warwick Boulevard.

Vice Mayor Vick inquired whether there had been rumbles or concerns voiced from the residents in the area pertaining to the sign. Mr. Keyes replied there had been no concerns voiced by the residents in the area pertaining to the sign.

Councilwoman Scott moved closure of the public hearing; seconded by Councilman Harris.

Vote on Roll Call:
Ayes: Woodbury, Cherry, Harris, Jenkins, Price, Scott, Vick
Nays: None

Councilwoman Woodbury moved adoption of the ordinance as shown above; seconded by Councilwoman Scott.

Vote on Roll Call:
Ayes: Woodbury, Cherry, Harris, Jenkins, Price, Scott, Vick
Nays: None

F. Consent Agenda

Councilwoman Woodbury moved adoption of the Consent Agenda, Items 1 through 3, all inclusive, as shown below; seconded by Councilwoman Scott.

1. Minutes of the Special Meeting of June 11, 2019

(No registered speakers)

Vote on Roll Call:
Ayes: Woodbury, Cherry, Harris, Jenkins, Price, Scott, Vick
Nays: None
F. Consent Agenda Continued

2. Minutes of the Work Session of June 11, 2019

(No registered speakers)

Vote on Roll Call:
Ayes: Woodbury, Cherry, Harris, Jenkins, Price, Scott, Vick
Nays: None

3. Minutes of the Regular Meeting of June 11, 2019

(No registered speakers)

Vote on Roll Call:
Ayes: Woodbury, Cherry, Harris, Jenkins, Price, Scott, Vick
Nays: None

Vote on Roll Call:
Ayes: Vick, Woodbury, Cherry, Harris, Jenkins, Price, Scott
Nays: None

G. Other City Council Actions

1. Ordinance Amending and Reordaining City Code, Chapter 2, Administration; Article XX., Office of Purchasing; Division 1., Generally; Section 2-553.5, Job Order Contracting; Limitations; Section 2-555.1, Modification of Contract; and Division 3., Competitive Negotiation; Section 2-569.2., Public Notice.

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 2, ADMINISTRATION, OF THE CODE OF THE CITY OF NEWPORT NEWS, VIRGINIA, ARTICLE XX., OFFICE OF PURCHASING, DIVISION 1., GENERALLY, SECTION 2-553.5, JOB ORDER CONTRACTING; LIMITATIONS; SECTION 2-555.1, MODIFICATION OF CONTRACT; AND DIVISION 3., COMPETITIVE NEGOTIATION, SECTION 2-569.2, PUBLIC NOTICE. This ordinance amended and reordained the City Code, Chapter 2, Administration; Article XX., Office of Purchasing; Division 1., Generally; Section 2-553.5, Job Order Contracting, Limitations; Section 2-555.1., Modification of Contract; and Division 3., Competitive Negotiation; Section 2-569.2., Public Notice. The General Assembly approved revisions to the Virginia Public Procurement Act (VPPA) to increase the annual limit for job order contracts from $5,000,000 to $6,000,000 and removed the requirement for newspaper publication of Request for Proposals (RFP) for professional services. A revision was also requested for City Code Section 2-555.1 Modification of Contract, clarifying that the defined modification limits and approved requirements relate to fixed-price contracts. The requested
G. Other City Council Actions Continued

1. Ordinance Amending and Reordaining City Code, Chapter 2, Administration; Article XX., Office of Purchasing; Division 1., Generally; Section 2-553.5, Job Order Contracting; Limitations; Section 2-555.1., Modification of Contract; and Division 3., Competitive Negotiation; Section 2-569.2., Public
Notice Continued

changes aligned the City Code with the VPPA, effective July, 2019. The City Manager recommended approval.

(No registered speakers)

Councilwoman Woodbury moved adoption of the above ordinance; seconded by Councilwoman Scott.

Vote on Roll Call:
Ayes: Woodbury, Cherry, Harris, Jenkins, Price, Scott, Vick
Nays: None

2. Ordinance Amending City Code, Chapter 39, Swimming Pools; Article II., Public Pools; Division 1., Generally; Section 39-30, Telephones

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 39, SWIMMING POOLS, OF THE CODE OF THE CITY OF NEWPORT NEWS, VIRGINIA, ARTICLE II., PUBLIC POOLS, DIVISION 1., GENERALLY, SECTION 39-30, TELEPHONES. This resolution amended and reordered the City Code, Chapter 39, Swimming Pools; Article II., Public Pools; Division 1., Generally; Section 39-30, Telephones. Section 39-30 of the City Code required that a hard-wired telephone capable of contacting emergency agencies (police, fire, etc.) shall be readily available within one hundred (100) feet of the pool area at all times, while the pool is open. A change was proposed to delete the requirement that the telephone be a hard-wired telephone. The City Manager recommended approval.

(No registered speakers)

Councilwoman Scott moved adoption of the above ordinance; seconded by Councilwoman Woodbury.

Councilman Harris inquired whether this ordinance was regarding having a cell phone at swimming pools. City Attorney Owens responded that someone from a Community Pool contacted the City and their land line telephone needed to be repaired, which would be expensive. Since many do not have landlines any longer, the ordinance was amended to only require a phone at swimming pools. Councilman Harris inquired whether the life guard on duty had to have a cell phone. City Attorney Owens responded that someone responsible at the pool
G. Other City Council Actions Continued

2. Ordinance Amending City Code, Chapter 39, Swimming Pools; Article II., Public Pools; Division 1., Generally; Section 39-30, Telephones Continued

had to have access to a phone, and it could be a cell phone as opposed to a landline hard-wired telephone.

Vote on Roll Call:
Ayes: Woodbury, Cherry, Harris, Jenkins, Price, Scott, Vick
Nays: None

3. Ordinance Amending City Code, Chapter 40, Taxation; Article I., General Provisions and Exemptions; Division 2., Exemptions Generally; Section 40-7.06, Exemption for Disabled Veterans; and Section 40-7.07, Exemption for Surviving Spouses of Members of the Armed Forces Killed in Action

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 40, TAXATION, OF THE CODE OF THE CITY OF NEWPORT NEWS, VIRGINIA, ARTICLE I., GENERAL PROVISIONS AND EXEMPTIONS, DIVISION 2., EXEMPTIONS GENERALLY, SECTION 40-7.06, EXEMPTION FOR DISABLED VETERANS AND SECTION 40-7.07, EXEMPTION FOR SURVIVING SPOUSES OF MEMBERS OF THE ARMED FORCES KILLED IN ACTION. This ordinance amended and reordained the City Code, Chapter 40, Taxation; Article I., General Provisions and Exemptions; Division 2., Exemptions Generally; Section 40-7.06, Exemption for Disabled Veterans; and Section 40-7.07, Exemption for Surviving Spouses of Members of the Armed Forces Killed in Action. Section 40-7.06 of the City Code stated that the surviving spouse of a disabled veteran was eligible for tax exemption if the surviving spouse continued to occupy the real property as his/her principal place of residence. Section 40-7.07 of the City Code stated that the surviving spouse of surviving spouses of members of the armed forces killed in action were eligible for tax exemption if the surviving spouse continued to occupy the real property as his/her principal place of residence. The Code of Virginia, 1950, was amended to allow the exemption to apply without any restriction on the spouse’s moving to a different principal place of residence. The requested changes aligned the City Code with the State Code, effective July 1, 2019. The City Manager recommended approval.

(No registered speakers)

Vice Mayor Vick moved adoption of the above ordinance; seconded by Councilwoman Cherry.

Vote on Roll Call:
Ayes: Woodbury, Cherry, Harris, Jenkins, Price, Scott, Vick
Nays: None
G. Other City Council Actions Continued

4. Ordinance Amending and Reordaining City Code, Chapter 40, Taxation; Article II., Real Estate Taxes; Division 3., Deferral For Elderly and Disabled Persons; Exemption for Qualifying Elderly Persons; Section 40-46, Definitions

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 40, TAXATION, OF THE CODE OF THE CITY OF NEWPORT NEWS, VIRGINIA, ARTICLE II., REAL ESTATE TAXES, DIVISION 3., DEFERRAL FOR ELDERLY AND DISABLED PERSONS; EXEMPTION FOR QUALIFYING ELDERLY PERSONS, SECTION 40-46, DEFINITIONS. This ordinance amended and reordained the City Code, Chapter 40, Taxation; Article II., Real Estate Taxes; Division 3., Deferral for Elderly and Disabled Persons; Exemption for Qualifying Elderly Persons; Section 40-46, Definitions. Section 40-46 of the City Code defined Dwelling and the full-time residence of the person or persons claiming deferral or exemption under this division. The requested change clarified that the dwelling on which the tax deferral was applied, shall include accessory structures that were not used for business purposes. The requested change aligned the City Code with the State Code, effective July 1, 2019. The City Manager recommended approval.

(No registered speakers)

Councilwoman Scott moved adoption of the above ordinance; seconded by Councilman Harris.

Councilwoman Woodbury inquired whether this was already in place. City Attorney Owens responded that this was a State Code change.

City Manager Rohlf added, that this did not apply only to the house.

Vote on Roll Call:
Ayes: Woodbury, Cherry, Harris, Jenkins, Price, Scott, Vick
Nays: None

5. Resolution Authorizing and Directing the City Manager to Execute a Lease By and Between the City of Newport News and Parkview Community Center for Continue Use as the Hilton Senior Center

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN LEASE BY AND BETWEEN PARKVIEW COMMUNITY CENTER AND THE CITY OF NEWPORT NEWS, VIRGINIA, DATED JUNE 25, 2019. This resolution authorized and directed the City Manager to execute a lease by and between the City of Newport News and Parkview Community Center for space
G. Other City Council Actions Continued

5. Resolution Authorizing and Directing the City Manager to Execute a Lease By and Between the City of Newport News and Parkview Community Center for Continue Use as the Hilton Senior Center Continued

located at 605 Hilton Boulevard for continued use as the Hilton Senior Center. The Department of Parks, Recreation, and Tourism had leased the use as its Hilton Senior Center since 1981. The lease was for approximately 3,880 square feet used for recreation programming. The lease term would was for a one (1) year period from July 1, 2019 to June 30, 2020, with an option to renew for four (4) additional years. Funding came from the Recreation Program's Annual Operating Budget. The City Manager recommended approval.

(No registered speakers)

Vice Mayor Vick moved adoption of the above resolution; seconded by Councilwoman Scott.

Vote on Roll Call:
Ayes: Woodbury, Cherry, Harris, Jenkins, Price, Scott, Vick
Nays: None

6. Resolution to the Virginia General Assembly in Support of Gun Violence Prevention Legislation

A RESOLUTION OF THE COUNCIL OF THE CITY OF NEWPORT NEWS, VIRGINIA IN SUPPORT OF GUN VIOLENCE REDUCTION LEGISLATION. This resolution expressed support for gun violence reduction legislations. The City of Newport News worked consistently to reduce gun violence in the City. The tragic events in Virginia Beach, Roanoke, and at Virginia Tech, served as reminders that gun violence had become too common across the Commonwealth of Virginia. City Council was concerned that gun-related violence was endemic in society, as shown by the fact that fifty-eight percent (58%) of American adults, or someone they cared for, had experienced gun violence in their lifetime. One hundred (100) Americans were killed with guns daily. Shooting deaths and injuries constituted a serious public safety issue. City Council believe that public safety was a core function of government, and it was the responsibility of lawmakers to protect those they served. City Council also believed, putting political ideology aside, it was possible to adopt common-sense policies that would reduce carnage without infringing on the rights of law-abiding citizens. The Newport News City Council called upon the members of the Virginia General Assembly to pass effective measures to protect all people from gun violence and the resulting life-long consequences and legislation that (1) provided local governments with the authority to regulate weapons in local government buildings and on local government property; (2) required universal background checks and periodic background check updates for all firearms and ammunition buyers; (3) banned assault
G. Other City Council Actions Continued

6. Resolution to the Virginia General Assembly in Support of Gun Violence Prevention Legislation Continued

Weapons, suppressors, bump stocks, and large capacity ammunition feeders; (4) reinstated Virginia’s one-gun-purchase-per-month law; (5) required timely reporting of lost and stolen firearms; and (6) reduced access to firearms by individuals undergoing a mental health crisis.

(No registered speakers)

Councilwoman Scott moved adoption of the above ordinance; seconded by Councilman Jenkins.

Councilwoman Woodbury questioned whether options were left open for the localities to make adjustments. She wanted to ensure that the City would have input into what occurred on the local level. City Attorney Owens responded it depended on what the General Assembly adopted. The City could only adopt firearm regulations by ordinance that the General Assembly specifically authorized.

Mayor Price added that the Resolution before City Council would give the General Assembly a sense of where Newport News stood on the issue.

Vote on Roll Call:
Ayes: Woodbury, Cherry, Harris, Jenkins, Price, Scott, Vick
Nays: None

H. Appropriations

Councilwoman Woodbury moved adoption of Appropriation Items 1 and 2, as shown below; seconded by Councilwoman Scott.

1. Department of Engineering – Traffic Signal Improvement on Warwick Boulevard

A RESOLUTION APPROPRIATING FUNDS FROM LOCAL REVENUE – HUNTINGTON INGALLS INCORPORATED ($850,000.00) TO TRAFFIC SIGNAL IMPROVEMENTS ON WARWICK BOULEVARD ($850,000.00). This resolution appropriated $850,000.00 from the Asset Forfeiture Fund of the Office of the Commonwealth’s Attorney. The current appropriation request was for computer equipment supplies. The current unappropriated asset forfeiture fund balance was approximately $47,427.00. The City Manager recommended approval.

(No registered speakers)
H. Appropriations Continued

1. Department of Engineering – Traffic Signal Improvement on Warwick Boulevard Continued

Vote on Roll Call:
Ayes: Woodbury, Cherry, Harris, Jenkins, Price, Scott, Vick
Nays: None

2. Department of Engineering – Flood Control and Water Quality Projects Throughout the City

A RESOLUTION APPROPRIATING FUNDS FROM STORMWATER FUND BALANCE ($1,935,000.00) TO STORMWATER FUND GENERAL CAPITAL IMPROVEMENTS ($1,935,000.00). This resolution appropriated $850,000.00 from the Asset Forfeiture Fund of the Office of the Commonwealth’s Attorney. The current appropriation request was for computer equipment supplies. The current unappropriated asset forfeiture fund balance was approximately $47,427.00. The City Manager recommended approval.

(No registered speakers)

Vote on Roll Call:
Ayes: Woodbury, Cherry, Harris, Jenkins, Price, Scott, Vick
Nays: None

I. Citizen Comments on Matters Germane to the Business of City Council

Ms. Donna Grubbs, 530 Kerry Lake Drive, Newport News, advised that she was the Project Leader for “Citizens United For Action.” She acknowledged the presence of some of the members and asked them to stand. Citizens United For Action was a group of citizens who work with the Newport News Police Department (NNPD) to make a measurable difference in crime through community engagement. It was their hope that more citizens would join them to take an active role in community engagement within their own neighborhoods. The NNPD set the stage with the change to community policy. Members of the NNPD got out of their cars and build relationships with the citizens they serve. The group joined the NNPD in support of community engagement affairs. On June 8, 2019, they joined the NNPD at Aqueduct Apartments. On June 15, 2019, they joined the NNPD in Ridley Circle. On June 29, 2019, 11:00 a.m., Citizens United For Action were schedule to join the NNPD at South Morrison. Ms. Grubbs distributed a debrief from the Community Engagement Fair at Aqueduct Apartments (a dopy is attached and made a part of these minutes). Residents were happy to share their concerns and ideas for resolution to those concerns. Crucial conversations brought out the need for more youth recreation activities and opportunities. It cost more than $180,000 to incarcerate a juvenile, for one year. It would be easier to invest in the youth prior to the getting in trouble. Another crucial conversation included the problem of bullying. Once drilled down, the cause of the bully-
I. Citizen Comments on Matters Germane to the Business of City Council
Continued

ing was from some not having clean clothes. It was discovered that Aqueduct Apartments did not have adequate laundry facilities on site. Citizens United For Action contacted the Newport News Redevelopment and Housing Authority, who worked with the group in an effort to find resolution. The group also sought help from other organizations throughout the community. Ms. Grubbs hoped to have more adults join the group to mentor young people throughout the community in an effort to keep some of the youth away from crime.

Mayor Price extended thanks to Ms. Grubbs and the Citizens United For Action. He advised that he had attended both Community Engagement Fairs, and appreciated all they did in the community. He thought it was great that the residents were talking and sharing perceived problems. The lack of laundry facilities at Aqueduct Apartments, which led to some of the bullying, could have a huge impact on the schools and the crime rate, as bullying had grown and ignited and could escalate. Mayor Price extended thanks for the group’s attendance and participation.

Councilwoman Woodbury extended thanks to Ms. Grubbs and the Citizens United For Action. She also expressed appreciation for all the group did in the community. Councilwoman Woodbury suggested they contact Hampton Roads Community Action Program (HRCAP), a community based organization who were community minded, and sometimes had available funds for similar matters.

Ms. Grubbs extended an invitation to members of City Council to attend the next meeting of the Citizens United For Action, which was scheduled for Tuesday, July 2, 2019, at 6:30 p.m., at the NNPD Headquarters (9710 Jefferson Avenue).

Councilman Harris advised that there was rumor that the youth would be transported to Thorncliff Boys and Girls Club. The Club near Aqueduct Apartments Boys and Girls Club had a food program, but was closed during the summer, the Clubs should be available to be utilized. Ms. Grubbs agreed and advised that the Boys and Girls Club had reached out to her, and offered to work with Citizens United For Action on this issue. Ms. Grubbs was pleased to have them work with the group, as were the residents at Aqueduct Apartments.

Councilwoman Scott inquired the reason for the Boys and Girls Club being unavailable in that area during the summertime. Ms. Grubbs replied that Councilwoman Scott would have to contact the Boys and Girls Club for an answer to her question. Vice Mayor Vick suggested the Club was unavailable in that area during the summertime due to funding. She indicated it took money to operate the satellite offices, recalling a similar matter in the Lassiter Courts area.

Vice Mayor Vick applauded Ms. Grubbs and members of the Citizens United For Action. She felt similar groups and initiatives were missing in many neighborhoods, particularly
I. Citizen Comments on Matters Germayne to the Business of City Council
Continued

when discussing keep the community safe. Over time, residents feel that the police was the
answer to problems of crime, but was simply a Band-Aid. Communicating with one another as
residents, attending Engagement Fairs discovering community needs, made citizens feel a sense
of belonging, which was what gangs had been successful in. Citizens United For Action, and
similar initiatives, were able to combat the work of the gangs and be competition, allowing
individuals to have options and choose what was right, and have prosperity, independence, and
accountability in their lives. Vice Mayor Vick extended thanks to Ms. Grubbs and the Citizens
United For Action. She also expressed appreciation for all the group did in the community.

Ms. Grubbs advised that what had been done in the past was to arrest our way out
of crime, which did not work. The City had attempted to put a Band-Aid on a fast growing
cancer. It takes all, united, to make a difference in crime in the community.

Mr. Rodrick A. Barnes, 392 Rivers Ridge Circle, Newport News, advised that he
was a member of the Planning Committee for the 3rd Annual Hampton Roads Peninsula Youth
Leadership Conference. He shared that the event would be free to the public, for middle school
and high school youth, and their parents. The event was scheduled for Saturday, September 28,
2019, 9:00 a.m. – 1:00 p.m., at the Y. H. Thomas Community Center, located at 1300 Thomas
Street, Hampton. The keynote speaker for the event would be Newport News own Mr. Cameron
Bertrand, Director, Pinedale Manor Boys & Girls Clubs of the Virginia Peninsula. Several youth
organization leaders would share their vision and programs. Mr. Barnes advised that he was open
to suggestions as this was a community event. He solicited the support of the Newport News City
Council.

Ms. Dell Robbins, 14209 Penrith Lane, Newport News, advocated for residents
in the Warwick Lawns community, particularly those on Campbell Road. The residents met
regularly about the Campbell Road project. The residents were informed that construction would
begin in the fall of 2019, but discovered that the project had been moved back to 2020. Ms.
Robbins expressed excitement to see movement on the Campbell Road project, but had been
promised numerous times in the past, yet the promises were not kept. Ms. Robbins planned to
meet with the residents and wanted to explain the reason for the Campbell Road Project
improvements being pushed back. She requested feedback regarding the project.

City Manager Rohlf asked Mr. Everett Skipper, Director, Department of
Engineering, to meet with Ms. Robbins and provide the latest information regarding the Campbell
Road Project. City Manager Rohlf advised that it had to do with land acquisitions. City Attorney
Owens added that the City had been in the process of attempting to acquire the land; and in
addition to permanent easements, and a few fee takes, has also involved several dozen temporary
construction easements, and many of the property owners had been less than forthcoming.
I. Citizen Comments on Matters Germene to the Business of City Council Continued

Ms. Robbins questioned whether there was anything that she could do in reference to talking to the residents and explaining the importance of them moving forward on any offers made so that the City could continue moving forward. City Manager Rohlf replied that Mr. Skipper could provide insight, who would also be more than happy to work with the residents if a community meeting was needed.

Councilwoman Woodbury advised that the Campbell Road Project had been going on for too long. She recalled Campbell Road improvements being promised since she was elected to City Council.

Councilwoman Scott thanked Ms. Robbins for her attendance and sharing her concerns. Councilwoman Scott indicated that she was glad to learn that the City was not the problem as in the past. The delay was due to land acquisitions.

Mr. Antonio Thompson, P. O. Box 413, Newport News, quoted Bible scriptures from 1 Thessalonians 4:16, alluding to United States President, Donald Trump, being the Trump of God. He advised that United States President, the Honorable Donald Trump, would be re-elected in 2020.

Mr. Thompson referenced a newspaper article from the Daily Press on June 16, 2019, where the Honorable Mark Herring, Attorney General, Commonwealth of Virginia, suggested that Virginia needed to decriminalize marijuana, and make into law, the legalization of marijuana.

Mr. Thompson reminded that he had supported the legalization of marijuana for years. He asked the members of the Newport News City Council to take the lead on the Peninsula for the promotion and support of the legalization of marijuana for the increased revenue to enrich the City’s treasury and assist across the board. The State of Colorado reached the $1 billion dollar mark as a result of the legalization of marijuana – most for medical needs.

Attorney General Herring also raised the injustices that target African-Americans, and needlessly making them criminals. Mr. Thompson advised that statement hit a nerve, as his family came from prohibition, bootleggers, the war on drugs in the 60s, and the crack epidemic. He urged City Council support for the decriminalization and legalization of marijuana. He indicated it was not only the wise decision, but was also humane.

Ms. Janet T. Glasofer, 7505 River Road, #4E, Newport News, commented on Riverview Farm Park. She asked City Council to keep funds designated for Riverview Farm Park that were in the current Capital Improvements Plan (CIP). She further urged them to plan for Riverview Farm Park to include the former City Farm property, not as an expensive residential area, but as a recreational center for the community.
I. Citizen Comments on Matters Germane to the Business of City Council Continued

Dr. Robin Van Tine, 105 Canon Drive, Newport News, expressed his excitement the City Council was considering putting $300,000 into the CIP for the creation of a trail and other necessary items to allow the public to access their new waterfront property. A trail had been planned for decades which extended from the older part of Riverview Farm Park round by the water and along the river at the former City Farm part of Riverview Farm Park. He envisioned all of the Newport News citizens enjoying the view of the water, the birds. Many citizens did not have the privilege of seeing their river. Dr. Van Tine urged members of City Council to follow-through with including a line item in the CIP for the former City Farm property to make it into the park it deserved. He offered his assistance in the endeavor.

Ms. Rena Crabill, 422 Eastwood Drive, Newport News, commented about the on-line version of the CIP, which was her only source. She was confused after hearing Dr. Van Tine mentioning $300,000 in the CIP. She did not see $300,000 in the on-line version of the CIP, and questioned whether or not the information was current. Ms. Crabill hoped there was money in the CIP for continuing projects at the former City Farm area to make it a part of Riverview Farm Park.

Ms. Crabill urged citizens continued support of the Foodbank of the Virginia Peninsula. There were many children who did not have access to food at school in the summer months, and their need could be greater. There were many citizens that had a need for the Foodbank because they did not have available resources.

Mr. Adrian Whitcomb, 316-54th Street, Newport News, shared that he was glad to be back before City Council (a round of applause was heard from the audience). He thanked everyone for the thoughts and prayers received, that kept his spirits up during his hospitalization.

Mr. Whitcomb learned what it was like to be confined to a room or a building and not being touched with nature. No matter how kind people were, everyone needed to be in nature, walk among the trees, walk to see the river, and to feel free.

Mr. Whitcomb expressed support for the Riverview Farm Park/City Farm property. He understood there was some money in the revised CIP to include extending the trail along the riverfront. He hoped there would be progress in one year from now, to allow people to see the land.

Ms. Mary Vause, 350 Williamsburg Court, Newport News, commented that the constituents entered the budget cycle hoping that the many promises that the City made on public projects for its residents would be fulfilled. Unfortunately, the City Manager’s Proposed CIP Budget “kicked the can down the road” on important public projects for the community that should receive funding in the upcoming CIP Budget as promised; i.e., funding for a new Huntington Middle School, funding for a renovated Grissom Library, which happened to be the only library North of Main Street, and funding for a public pool in Denbigh, for which Council-
I. Citizen Comments on Matters Germane to the Business of City Council Continued

woman Scott advocated, and would be a great benefit to the north district community. All of the aforementioned projects were put on the chopping block in the City Manager’s proposed CIP Budget. Why? Ms. Vause speculated it was due to $50 million in unplanned unbudgeted spending on the SCOT Center, and $30 million in unplanned unbudgeted spending on a parking garage in City Center had almost maxed out the City’s debt ratio. If the SCOT Center and the parking garage were more important, Ms. Vause suggested borrowing more money to make it happen, but do not take money from planned, promised public projects that would benefit Newport News children and families, and which were previously promised to the citizens. She questioned why there were zero dollars in the proposed CIP Budget for a new Huntington Middle School. Ms. Vause indicated that the children deserved better, and constituents did not need to receive a lecture on what was urgent, when it was apparent that a parking garage and the SCOT Center were viewed more urgent than funding for the public schools and other more important projects in the City. Ms. Vause reminded, at every recent City Council meeting, constituents in the South District had tirelessly advocated for funding for a new Huntington Middle School in the FY 2020 CIP Budget. Their cause was urgent, and became urgent when due to a lack of maintenance and repair funding, Huntington Middle School became so dilapidated that it had to be closed for safety concerns. She advised that the time was now for City Council to push back on “kicking the can down the road” yet another year on Huntington Middle School.

Speaking of 50-year old school buildings, Ms. Vause hoped the City Manager and members of City Council would visit some of the older public school buildings in the City before voting on the CIP Budget. After visiting, City Council may understand that zero dollars in maintenance and repair for schools created urgent conditions that had failing plumbing, failing HVAC, problems with cockroaches, mice and snakes. Money for maintenance and repair would help keep the schools safer, cleaner, and more pleasant places to work.

Ms. Jannie Bazemore, 1004 Hampton Avenue, Newport News, advised that she attended the City Council Work Session, held earlier on Tuesday, June 25, 2019, and recalled hearing that City Council could provide emergency funding in situations that met the criteria. Ms. Bazemore inquired about the criteria. She questioned what could be more of an emergency than closing the only zoned middle school south of Mercury Boulevard. The situation in Huntington Middle School caused overcrowding in the other middle schools. The $2.8 million that was promised to NNPS for the plan and design of Huntington Middle School was taken back by the City, which was procrastination. The funding was pushed two years back for rebuilding Huntington Middle School, and would hopefully not go the way of the $2.8 million. Ms. Bazemore concluded with the phrase, “Huntington (Middle School) would rise again.”

Ms. Margaret Purcell (no address provided) advised that disturbing information was brought to her attention at a previous meeting of City Council. She recalled when the Honorable Ben Carson, Secretary of the U. S. Department of Housing and Urban Development (HUD) was in Newport News to announce that Newport News was the recipient of the $30 million for the CNI Transformation Plan. The City Manager was questioned about schools in the
I. Citizen Comments on Matters germane to the Business of City Council

Continued

area, particularly a Middle School, and her answer was so vague that the next question became, "is there a plan or is it in your head?" The City Manager replied that the plans were in the process of being made for a Middle School. Ms. Purcell urged City Manager Rohlff to be a person of her word and ensure that Huntington Middle School would be a reality. Ms. Purcell urged the City Manager to be a person with a conscience, and stop building parking garages in City Center instead of building a Middle School in Southeast Newport News.

Ms. Pam Hall, P. O. Box 9041, Hampton, a resident of the Southeast Community, stated, in her opinion, some members of City Council were put out of touch with the constituents of whom they were elected to serve. She had not found one citizen that felt it was a necessity to close 30th Street, and it would add no value to the Huntington Middle School property, and the Virginia Department of Education mandate could be implemented on the current site. Ms. Hall shared the following facts: (1) HRT travelled down 30th Street and had a stop on the corner of 30th Street and Orcutt Avenue; (2) the church on 30th Street and Wickham Avenue had patrons who parked on 30th Street and Oak Avenue to Jefferson Avenue to patronize Brooks Crossing; (4) 25th to 28th Streets were all one way streets; (5) to travel to 36th Street, Ms. Hall advised that she would bypass Brooks Crossing and go to Mercury Boulevard. She advised that the City should be trying to grow the Southeast Community and not choke off a lifeline to Brooks Crossing. In her opinion, the City should be rebuilding the pride and economy in the Southeast Community. She indicated an integral part of the pride was Huntington Middle School. Ms. Hall indicated that immediate funding should be allocated for the design of the school only—immediately.

Reverend James W. Brown, 46 Whetstone Drive, Hampton, shared that he was a long-time resident of the Ridley Circle community. He advised that he attended the Joint Work Session between the City Council and the School Board, held earlier on June 25, 2019, at the Downing-Gross Cultural Arts Center (2410 Wickham Avenue), and was shocked to hear that Huntington Middle School should be moved from its location on Orcutt Avenue. He advised that Huntington Middle School was a landmark and had helped numerous people to elevate themselves to college, with good jobs and strong families. Reverend Brown advised there was a need for the school in the neighborhood.

Mayor Price interjected and advised there had been no mention of moving Huntington Middle School from its site.

Reverend Brown suggested a larger gymnasium for Huntington Middle School when rebuilt. He also suggested the school be used during the summer months for other activities, i.e. 3x3 Basketball Tournament, as opposed to when school was in session, which would create a safety issue. He further suggested that Huntington Middle School be larger.
J. Old Business, New Business and Councilmember Comments

Councilwoman Woodbury thanked the citizens for their attendance and participation, as well as those who attended the City Council Work Session, held earlier on June 25, 2019, at the Downing-Gross Cultural Arts Center (2410 Wickham Avenue). She was appreciative of the citizens for their involvement.

Councilwoman Woodbury commended Ms. Grubbs and the Citizens United For Action for making a difference in the community.

Councilwoman Cherry thanked the citizens for their attendance and participation, and for sharing their thoughts, concerns, and ideas.

Councilwoman Cherry extended condolences to Dr. Richard Mason on the passing of his mother, Ms. Martha Martin. The family would be in her thoughts and prayers.

Councilwoman Cherry welcomed Mr. Adrian Whitcomb back, sharing that he was missed.

Councilwoman Cherry extended congratulations to Master Police Officer L. J. Calloway, who would retire from the Newport News Police Department, on Friday, June 28, 2019. She thanked him for his service.

Councilwoman Cherry extended congratulations to the Newport News Police Department on the 2019 Basic Law Enforcement Academy and Swearing-in Ceremony, scheduled Friday, June 28, 2019, 7:00 p.m., at the Ferguson Center for the Arts. On the campus of Christopher Newport University (One Avenue of the Arts).

Councilwoman Cherry announced, in celebration of National Hot Dog Day, the Newport New Police Department, South Precinct, would host a “Hot Diggity-Dog Day,” on Saturday, July 13, 2019, 11:00 a.m. – 2:00 p.m., at 3303 Jefferson Avenue. The public was invited to attend and “sample the dogs,” at a cost of three for $5.00. The event would also include a Hot Dog Eating Contest. A flyer was available in the office of the Newport News City Clerk’s Office, 2400 Washington Avenue, 9th Floor.

Councilwoman Cherry announced there would be a “Junk & Treasure Bazaar,” on Saturday, July 20, 2019, 9:00 a.m. – 2:00 p.m., at 917-27th Street. Interested vendors were welcome to participate. The deadline for vendor registration was July 13, 2019. A flyer was available in the office of the Newport News City Clerk’s Office, 2400 Washington Avenue, 9th Floor.

Councilwoman Cherry advised that the South District “Your Voice Matters” Town Hall Meetings would continue during the summer.
J. Old Business, New Business and Councilmember Comments Continued

Councilwoman Cherry announced that the next South District “Your Voice Matters” Town Hall Meeting, was scheduled for Thursday, July 11, 2019, 6:00 – 7:30 p.m., at the Brittingham-Midtown Community Center (570 McLawhorne Drive). This would be an “Ice Cream Social.” She further announced, on Thursday, July 18, 2019, the South District “Your Voice Matters” Town Hall Meeting, would be held at the Downing-Gross Cultural Arts Center (2410 Wickham Avenue), 6:00 – 7:30 p.m.

Councilman Harris thanked the citizens for their attendance and participation, and for sharing their thoughts, concerns, and ideas as well and those watching on television.

Councilman Harris also welcomed Mr. Adrian Whitcomb back.

Councilman Harris and his colleagues attended the Social Butterflies Foundation’s Walk for Lupus and Fibromyalgia, on Saturday, June 22, 2019, at John B. Todd Stadium, hosted by Ms. Chaz Corbett. He acknowledged and highlighted Ms. Aahjanae Newton, recognized as the 2019 Youth Honoree, at the Walk. Ms. Newton a 16-year old Denbigh High School student, was diagnosed with Lupus in September, 2018, but thrived academically, socially, and emotionally. Celebrity Grand Marshal was actress and comedienne Cocoa Brown.

Councilman Harris commended Ms. Grubbs and the Citizens United For Action for their hard work in the community. He reiterated that he had attended the “Wear Orange” Engagement Fair at Aqueduct Apartments on June 8, 2019, and was concerned to learn that the Boys and Girls Club was unavailable in that area during the summertime. He wanted to meet with Ms. Grubbs for further discussion about the Boys and Girls Club in the area.

Mayor Price extended congratulations to all involved with the 3x3 Employee Basketball Tournament, created by the Department of Human Resources, Wellness Division. He attended the tournament, held on Saturday, June 22, 2019, 9:00 a.m. – 12 noon, at the Warwick Recreation Center, located at 29 Copeland Lane.

Mayor Price shared that he and his colleagues attended a CNI Community and Partners Celebration, held on Saturday, June 22, 2019, 10:00 a.m. – 4:00 p.m., at the Ridley Recreation Center, located a 618-18th Street. The event was a huge success with the community coming out in full force. Mayor Price extended thanks to the community and the partners involved, to include the Hampton Roads Community Action Program, Newport News Redevelopment and Housing Authority, Habitat for Humanity, the Virginia Cooperative Extension, and all of the City staff.

Councilwoman Scott thanked the citizens for their attendance and participation and voicing their opinions and concerns, particularly her constituents from the North District.

Councilwoman Scott thanked the citizens for their attendance and participation at the North District Town Hall Meeting, held on Monday, June 24, 2019, 7:00 p.m. at the Denbigh
J. Old Business, New Business and Councilmember Comments Continued

Community Center (15198 Warwick Boulevard). Guests joining the group included Ms. Rhonda Russell, Assistant Director, Department of Planning, and Ms. Elizabeth McCoury, Redevelopment Project Manager, Department of Development. Lieutenant Hairston, NNPD, North District shared interesting information City-Wide updates.

Councilwoman Scott advised there would be no North District Town Hall meeting in July, but would reconvene on Monday, August 26, 2019, 7:00 p.m., at the Denbigh Community Center (15198 Warwick Boulevard).

Councilwoman Scott extended thanks to Ms. Florence Kingston, Director, Department of Development, for the Business Appreciation Golf Tournament, held Tuesday, June 18, 2019. Councilwoman Scott announced that she participated on the winning team, Second Team, Second Flight. This event provided the business community the opportunity to come together and network. A great time was had by all.

With reference to Ms. Crabill’s remarks about the Foodbank, Councilwoman Scott advised that Mr. B. W. Webb, originally from Newport News, football cornerback for the Cincinnati Bengals, kicked off the Peninsula Foodbank’s summer feeding program. Mr. Webb was accompanied by numerous players from the National Football League. Mr. Webb returns to Newport News annually and gives back to the community, hosting a football camp and a celebrity basketball game to raise funds.

Councilwoman Scott advised that she also participated in the Social Butterflies Foundation’s Walk for Lupus and Fibromyalgia, on Saturday, June 22, 2019, at John B. Todd Stadium with her colleagues. Councilwoman Scott advised that the Grand Marshall of the event, Comedienne, Ms. Cocoa Brown, was also from Newport News, and attended Menchville High School.

Councilwoman Scott asked Ms. Grubbs to meet with her following the meeting. She felt she may be able to assist with the Boys and Girls Club situation.

Councilwoman Scott encouraged citizens to support the Foodbank of the Virginia Peninsula, particularly with children being out of school. The Foodbank was her favorite charity. She asked citizens to donate money, food, or whatever they could.

Vice Mayor Vick extended thanks to Ms. Grubbs and the Citizens United For Action for their hard work in the community. She indicated their action was a step in the right direction for increased citizen involvement.

Vice Mayor Vick announced that the Annual Hilton Village 4th of July Parade would be held on Wednesday, July 4, 2019, 9:00 a.m. – 12 noon. Participants would meet at the corner of Main Street and Warwick Boulevard.
J. Old Business, New Business and Councilmember Comments Continued

Vice Mayor Vick extended congratulations to her daughter, Ms. Teunsha Vick, and business partner, Mr. John Eley, on the Ribbon Cutting and Grand Opening of JT’s Bar and Grill, located at 3301 Washington Avenue, Suite 110. One problem heard during the CNI discussions was there were not many restaurants in the Southeast Community. JT’s, with 3,300 square feet, a capacity of 158, full service with American cuisine, met the call. She encouraged citizens to stop by the restaurant.

Responding to some of the comments, Vice Mayor Vick indicated that neither the Newport News City Council, nor the Newport News School Board, would have the children in buildings with snakes and rats. She dispelled that statement. Regarding Huntington Middle School, Vice Mayor Vick advised that she served as a substitute teacher at the school and often visited as a guest, to talk to the students about politics and elections, and never saw mold or roaches. She added the Huntington High School Alumni Association had an office in the school prior to its closure. Vice Mayor Vick urged teachers and staff, if they saw snakes, not to wait to speak to City Council, but to go to the Principal, or someone that could do something about the situation. Vice Mayor Vick shared her love for the City, and advised that Great things were happening in Newport News.

Councilwoman Scott urged citizens to attend the City’s July 4th event, “4th of July Stars in the Sky,” on Thursday, July 4, 2019, 7:00 p.m., at Victory Landing Park, 50-23rd Sreet.

Councilwoman Scott wished her granddaughter, Tia Scott, a Happy 20th Birthday. Tia celebrated her birthday on Wednesday, June 26, 2019.

Councilwoman Cherry extended thanks to the citizens for their attendance and participation at the Juneteenth Freedom Festival, held Saturday, June 15, 2019, 12 noon – 4:00 p.m., at Brooks Crossing (3101 Jefferson Avenue). She also thanked the Department of Parks, Recreation and Tourism, as well as the City, for all of the support. The Downtown Newport News Merchants & Neighbors Association, Inc. served as host for the event.

Councilwoman Cherry announced the Faith, Justice & Community Meeting, hosted by the NNPD, was scheduled for Tuesday, July 2, 2019, 2:00 p.m. at the NNPD Headquarters (9710 Jefferson Avenue). There would be individuals in attendance who were in recover for OPIOD addition. All faith communities were invited.

K. Adjourn

Mayor Price adjourned the meeting by addressing the citizens. He stated, “May what you say and do uplift the City of Newport News.”

THERE BEING NO FURTHER BUSINESS,
ON MOTION, COUNCIL ADJOURNED AT 8:35 P.M.
Minutes of Regular Meeting
June 25, 2019

Mabel Washington Jenkins, MMC
City Clerk

McKinley L. Price, DDS
Mayor
Presiding Officer

A true copy, teste:

City Clerk
F. Consent Agenda

4. Ordinance Accepting Glen Meadows Subdivision Street and Public Improvements into the City Street System

**ACTION:** A REQUEST TO ADOPT AN ORDINANCE ACCEPTING GLEN MEADOWS SUBDIVISION STREET AND PUBLIC IMPROVEMENTS INTO THE CITY STREET SYSTEM.

**BACKGROUND:**
- A final inspection has been made of Glen Meadows Subdivision.
- The inspection indicates compliance with all requirements.
- Once accepted, the street which was constructed at the owner’s expense, will be eligible for State Maintenance reimbursements to the City.
- The City Manager recommends approval.

**FISCAL IMPACT:** N/A

**ATTACHMENTS:**
- Memo to HCC re Glen Meadows Subdivision Street & Public Improvements 7.3.19
- Attachment-Location Map-Glen Meadows Street Acceptance-Mayberry Court-Glen Meadows
CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

July 3, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: Acceptance of Street and Public Improvements – Glen Meadows Subdivision

City Council is requested to adopt an ordinance accepting the street and public improvements in Glen Meadows Subdivision into the City system.

A final inspection has been made of Mayberry Court (50’ right-of-way), the one street in the subdivision. The owner has complied with all requirements as stated in the Subdivision Ordinance.

I recommend approval.

[Signature]

Cynthia D. Rohlf

CDR:JEH:plw

Attachment

cc: Everett P. Skipper, Director, Department of Engineering
ORDINANCE NO. ____________

AN ORDINANCE TO ACCEPT MAYBERRY COURT, GLEN MEADOWS SUBDIVISION, AND THE PHYSICAL IMPROVEMENTS CONTAINED THEREIN AND THEREON INTO THE CITY STREET SYSTEM.

WHEREAS, Pace Homes, Inc., a Virginia corporation, owner of a certain subdivision in the City of Newport News, as shown on a certain plat entitled, "Glen Meadows Subdivision", dated May 5, 2016, made by JMT Engineering, which was recorded on, June 27, 2016, in the Clerk's Office of the Circuit Court for the City of Newport News, Virginia, as Instrument No. 160008970, has requested the City of Newport News to accept into the City System of Streets for public maintenance those certain streets named Mayberry Court, and the physical improvements which were required and constructed pursuant to the various ordinances of the City of Newport News and which have been approved by the City for acceptance; and

WHEREAS, the said streets and improvements have been constructed to City standards; and

WHEREAS, a public need exists for the said streets and the physical improvements contained therein and thereon.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Newport News:

That it hereby accepts those certain streets and physical improvements contained therein and thereon into the City System of Streets, the said streets named and known as:

Mayberry Court (50' right-of-way) - Beginning at its intersection with Harpersville Road and extending in an easterly direction for approximately 832 feet where it terminates in a cul-de-sac

as shown on that certain plat entitled, "Glen Meadows Subdivision", dated May 5, 2016, made by JMT Engineering, which was recorded on June 27, 2016, in the Clerk's Office of the Circuit Court for the City of Newport News, Virginia, as Instrument No. 160008970.
G. Other City Council Actions

1. Resolution Approving the Capital Improvements Plan (CIP) for Fiscal Year 2020 - 2024 for the City of Newport News, Virginia

**ACTION:** A REQUEST TO APPROVE A RESOLUTION APPROVING THE CAPITAL IMPROVEMENTS PLAN (CIP) FOR FISCAL YEAR 2020 - 2024 FOR THE CITY OF NEWPORT NEWS, VIRGINIA.

**BACKGROUND:**
- The Recommended FY 2020 - 2024 CIP reflects citywide priorities and achieves a responsible balance between the commitment to limit City borrowing and the need to advance critical capital projects and purchases.
- The Plan supports the City's Strategic Priorities and represents a fiscally responsible strategy that adheres to the City's Capital Financing and Debt Management Policies adopted by City Council in January 2007.

**FISCAL IMPACT:**
- City Council approval will be required to appropriate funds for the projects included in the FY 2020 - 2024 CIP.
- The City Manager recommends approval.

**ATTACHMENTS:**
- Memo to HCC re FY2020-2024 CIP Resolution 7.3.19
- FY 2020-FY 2024 Project Summary
- Approving CIP FY20-FY24
CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

July 3, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: FY 2020 – FY 2024 Capital Improvements Plan (CIP)

A resolution is prepared for City Council approval of the FY 2020 – FY 2024 Capital Improvements Plan (CIP). By ordinance, the City Manager is required to provide an updated Capital Improvements Plan to City Council no later than November 1 of each year. This was done on November 1, 2018 with the distribution of the FY 2020 – FY 2024 City Manager Recommended Plan. Further City Council discussion and inquiry of the Recommended CIP was provided during the November 13, November 20, December 11, and January 8 Work Sessions. On June 11, 2019, a final revised CIP was presented to City Council for consideration.

The proposed FY 2020 – FY 2024 CIP will continue to satisfy the four Capital Financing and Debt Management Policies adopted in January 2007:

i. Debt burden (the ratio of outstanding debt to assessed value) will remain below 3%,

ii. General Fund Debt Service will not exceed 9.5% of combined City and School Revenue,

iii. Cash capital funding will exceed 20% of the Plan, and

iv. Projected debt retirement rates will exceed the adopted goals of 30% in five years and 60% in ten years.

Equally as important as adherence to the adopted financial policies is that the proposed plan supports the strategic initiatives of the City and provides funding for those capital projects identified as most critical.

Attached to this memorandum is a summary of the five-year, $547.7 million financial plan, along with a list of projects by category. Total General Fund
supported spending of $382.4 million is funded from General Obligation Bonds of $198.0 million, Cash Capital of $35.5 million, and Grant/Other Funding of $148.8 million.

Total capital spending for User-Fee Funds is projected at $165.3 million, consisting of Waterworks projects totaling $82.1 million, Sewer Rehabilitation projects totaling $33.4 million, and Stormwater Drainage projects totaling $49.7 million.

The proposed CIP reflects substantial investment in transportation infrastructure, which includes the replacement of the Route 105 Bridge over the reservoir, Campbell Road improvements, construction of Independence Boulevard through grant funds and developer contribution, programmed repairs to city bridges and culverts, and the reconstruction and resurfacing of arterial streets. Funding for streetlight, intersection, and sidewalk improvements throughout the City is for improved pedestrian safety.

The proposed plan continues funding for development and redevelopment efforts throughout the City. The plan provides continued funding in the Upper Warwick Boulevard/Denbigh area to support the acquisition of strategically located properties, streetscape and landscape enhancements, and other targeted redevelopment and rehabilitation efforts. The Capital Plan expands development and redevelopment efforts in the Southeast Community with the addition of the Choice Neighborhood Initiative; funding of $10.3 million has been included over the five-year plan to support the revitalization of the Marshall-Ridley neighborhood. Other development and redevelopment efforts include funding for the Downtown Initiatives, City Center at Oyster Point Projects, Tech Center at Oyster Point/Jefferson Lab, and funding to support future economic development opportunities throughout the City.

The Schools Division in the revised Plan reflects the largest category of project funding in the FY 2020 - FY 2024 CIP at $67.5 million of General Fund Cash Capital and General Obligation Bond funding. Funding identified will allow for the purchase of new buses, replacement of aging HVAC units, roofs and electrical service, site repairs, and construction for a Huntington Middle School facility, while the Schools Division and the City reviews the future of the site.
The plan maintains programs to renovate and repair the City’s public facilities, including buildings, equipment, and parks, and will allow staff to continue to monitor and provide appropriate response to safety and environmental issues that may arise at City buildings and properties. Projects include replacement of the Jail Annex Master Control System, continued installation of emergency generators at critical facilities and traffic intersections throughout the City, and the replacement of fuel tanks at the City Hall fueling location.

Public building projects identified specifically include the design and construction of a new Grissom Library, the aquatic facility at the Denbigh Community Center, and a new Fire Station 11. Improvements are also recommended for Human Services operations at Rouse Tower and the South Morrison Family Education Center to improve client confidentiality and work space efficiency and privacy. Preliminary engineering is programmed to evaluate the replacement of aging municipal facilities in the northern part of the City (including Fire Station 9 and the North Police Precinct). New project funds have been proposed for the development of a Southeast Community Center.

In the area of Parks and Recreation, replacement of the ranger station and restroom facility located in Deer Park, and ramp and dredging improvements at Peterson’s Yacht Basin, Leeward Marina, and Huntington Park Boat Ramp remain in the plan. Funding is recommended to upgrade lighting equipment and poles at various athletic fields throughout the City and to install a new irrigation system at the Newport News Golf Club’s Cardinal Course.

Funding is proposed to replace and improve mission critical equipment throughout the City. This included fire vehicle and apparatus replacement, as well as Police Department in-vehicle tablets and radios. The proposed plan also includes funding to replace the integrated Police Department computer aided dispatch system (CAD), and the Records Management system (RMS), and the Jail Management system (JMS).

Significant investment is anticipated in the waterworks, sanitary sewer, and stormwater systems. A new automated meter reading/advanced metering system is a major investment planned for the water system and will increase meter reading efficiency and meter system functionality. The Sanitary
Sewer Consent Order (Virginia Department of Environmental Quality) and Municipal Separate Storm Sewer System Permit (Environmental Protection Agency) are expected to have continued impact on the sewer rehabilitation and stormwater categories, respectively.

I am confident that the proposed FY 2020 - FY 2024 Capital Improvements Plan reflects the City's most critical capital projects and maintains debt at a fiscally responsible level.

I recommend approval.

[Signature]
Cynthia D. Rohl

CDR:ctc

Attachment

cc: Lisa J. Cipriano, Director, Department of Budget & Evaluation
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<th>FY 2023</th>
<th>FY 2024</th>
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<td>16.2%</td>
<td>11.5%</td>
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### Recommended Capital Improvements Plan
**FY2020 - FY2024**

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<tr>
<th><strong>SELF-SUPPORTING FUNDS</strong></th>
<th>FY 2020</th>
<th>FY 2021</th>
<th>FY 2022</th>
<th>FY 2023</th>
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<th>5-YEAR TOTAL</th>
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<td><strong>SEWER REHABILITATIONS</strong></td>
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<td>$8,612,000</td>
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<th>FY 2021</th>
<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
<th>5-YEAR TOTAL</th>
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</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>$64,522,220</td>
<td>$91,645,000</td>
<td>$97,387,000</td>
<td>$128,876,215</td>
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## COMMUNITY DEVELOPMENT

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<th>FY 2023</th>
<th>FY 2024</th>
<th>5 Year Total</th>
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<td>FY 2024</td>
<td>5 Year Total</td>
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## TRANSIT

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<th>FY 2023</th>
<th>FY 2024</th>
<th>5 Year Total</th>
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<td>$30,141,215</td>
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**TRANSIT TOTAL:**

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<th>5 Year Total</th>
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<td><strong>CASH CAPITAL - OPERATING BUDGET</strong></td>
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<td>$2,250,000</td>
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| **GEN OBLIGATION BOND (GOB)**         |         |         |         |         |         |              |
| "RMS/JMS/CAD Replacement"             | $1,800,000| $0       | $0       | $0       | $0       | $1,800,000   |
| **TOTAL GEN OBLIGATION BOND (GOB):**  | $1,800,000| $0       | $0       | $0       | $0       | $1,800,000   |

| **EQUIPMENT TOTAL:**                 | $2,966,150| $2,050,000| $2,250,000| $1,750,000| $0       | $9,016,150   |
# CASH CAPITAL - OPERATING BUDGET

<table>
<thead>
<tr>
<th>Project Name</th>
<th>FY 2020</th>
<th>FY 2021</th>
<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
<th>5 Year Total</th>
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<td>Public Landscaping</td>
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<td><strong>TOTAL CASH CAPITAL - OPERATING BUDGET:</strong></td>
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<td><strong>$350,000</strong></td>
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# GEN OBLIGATION BOND (GOB)

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<th>FY 2022</th>
<th>FY 2023</th>
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# GRANT FUNDING

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<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
<th>5 Year Total</th>
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**PARKS AND RECREATION TOTAL:  ** $5,065,000  $3,212,000  $4,948,000  $3,970,000  $0  $17,195,000
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<tr>
<th>Project Name</th>
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<th>FY 2021</th>
<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
<th>5 Year Total</th>
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<tbody>
<tr>
<td><strong>CASH CAPITAL - OPERATING BUDGET</strong></td>
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<td>City Hall Renovations</td>
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<td>5 Year Total</td>
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<td><strong>CASH CAPITAL - OPERATING BUDGET</strong></td>
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* New Project
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<th>FY 2023</th>
<th>FY 2024</th>
<th>5 Year Total</th>
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### CASH CAPITAL - OPERATING BUDGET

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### GEN OBLIGATION BOND (GOB)

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**STORMWATER DRAINAGE TOTAL:** $12,966,760 $17,700,000 $10,421,000 $8,664,000 $0 $49,751,760
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<td>$20,000,000</td>
<td>$10,000,000</td>
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<td>$0</td>
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<tr>
<td><strong>WATERWORKS TOTAL</strong>:</td>
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<td>$27,080,000</td>
<td>$18,580,000</td>
<td>$6,280,000</td>
<td>$0</td>
<td>$82,120,000</td>
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</tbody>
</table>
RESOLUTION NO. ________________

A RESOLUTION APPROVING A CAPITAL IMPROVEMENTS PLAN FOR THE FISCAL YEAR 2020 TO THE FISCAL YEAR 2024 FOR THE CITY OF NEWPORT NEWS, VIRGINIA.

WHEREAS, the Council of the City of Newport News, Virginia (the Council), reviews and controls its capital expenditures through the annual preparation and implementation of a multi-year capital improvements plan (CIP); and

WHEREAS, a CIP reflects the vision and priorities of the Council with respect to the need for the construction and maintenance of those buildings, improvements and services deemed to be capital expenditures of the City and the need for multi-year funding for certain such projects; and

WHEREAS, although a CIP is intended to be a commitment to a long-range capital improvements program, it is fundamentally a planning document and is, therefore, subject to modification and amendment by the Council as changing priorities, the availability of revenues and other factors create the predicate for such modification and amendment; and

WHEREAS, in accordance with Section 2-16 of the City Code, the City Manager prepared a proposed CIP for the City for the Fiscal Year 2020 to the Fiscal Year 2024 under cover of a memorandum from the City Manager to the Council dated November 1, 2018; and

WHEREAS, the Council has itself conducted a thorough review of the proposal at work sessions conducted on November 13, 2018, November 20, 2018, December 11, 2018, January 8, 2019 and June 11, 2019; and

WHEREAS, the Council is prepared to approve a CIP and direct the City Manager to plan for and present for funding those projects listed as Fiscal Year 2020 projects.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newport News, Virginia:

1. That it desires to, and hereby does, approve the Capital Improvements Plan for the Fiscal Year 2020 to the Fiscal Year 2024 presented to the Council under cover of a memorandum from the City Manager to the Council dated November 1, 2018, as revised June 11, 2019, a summary of which Plan is attached hereto.

2. That it hereby authorizes and directs the City Manager to plan for and present to the Council for funding during Fiscal Year 2020 those projects listed in the hereby-approved Capital Improvements Plan for Fiscal Year 2020. In recognition of the nature of a CIP as a planning instrument, this directive to the City Manager shall not be construed to establish an obligation that the Council must approve or fund any individual project so listed.
3. That this resolution shall be in effect on and after the date of its adoption, July 9, 2019.
# Recommended Capital Improvements Plan

## FY2020 - FY2024

### GENERAL FUND - BY CATEGORY

<table>
<thead>
<tr>
<th>Category</th>
<th>FY 2020</th>
<th>FY 2021</th>
<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
<th>5-YEAR TOTAL</th>
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<td>$540,000</td>
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<td>$3,615,000</td>
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<td>$5,700,000</td>
<td>$5,700,000</td>
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### GENERAL FUND - BY FUNDING SOURCE

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<tr>
<th>Source</th>
<th>FY 2020</th>
<th>FY 2021</th>
<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
<th>5-YEAR TOTAL</th>
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</thead>
<tbody>
<tr>
<td>Total Cash Capital - Operating Budget</td>
<td>$8,806,150</td>
<td>$9,205,000</td>
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<td><strong>TOTAL GF CASH AND GO BONDS</strong></td>
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<td>16.2%</td>
<td>11.5%</td>
<td>0.0%</td>
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<tr>
<td>Total Grant Funding</td>
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<tr>
<td><strong>TOTAL GF - ALL FUNDING SOURCES</strong></td>
<td>$64,522,220</td>
<td>$91,645,000</td>
<td>$97,387,000</td>
<td>$128,876,215</td>
<td>$0</td>
<td>$382,430,435</td>
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</tbody>
</table>
# Recommended Capital Improvements Plan

**FY2020 - FY2024**

## Self-Supporting Funds

<table>
<thead>
<tr>
<th></th>
<th>FY 2020</th>
<th>FY 2021</th>
<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
<th>5-Year Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Sewer Rehabilitations</strong></td>
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<td></td>
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<tr>
<td>Cash Capital - Operating Budget</td>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Gen Obligation Bond (GOB)</td>
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<td>$8,283,000</td>
<td>$8,527,000</td>
<td>$8,612,000</td>
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<td>$33,461,000</td>
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<tr>
<td><strong>Total Sewer Rehabilitations</strong></td>
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<td>$8,283,000</td>
<td>$8,527,000</td>
<td>$8,612,000</td>
<td>$0</td>
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## Stormwater Drainage

<table>
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<tr>
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<th>FY 2020</th>
<th>FY 2021</th>
<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
<th>5-Year Total</th>
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</thead>
<tbody>
<tr>
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## Waterworks

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<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
<th>5-Year Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash Capital - Operating Budget</td>
<td>$9,180,000</td>
<td>$7,080,000</td>
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<td>$18,580,000</td>
<td>$6,280,000</td>
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## Total

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<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
<th>5-Year Total</th>
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<tbody>
<tr>
<td>General Fund</td>
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<td>$97,387,000</td>
<td>$128,876,215</td>
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<td><strong>CASH CAPITAL - OPERATING BUDGET</strong></td>
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<td>$16,800,000</td>
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| GRANT FUNDING                                    |         |         |         |         |         |              |
| Solar Thermal System                             | $0      | $0      | $0      | $275,000| $0      | $275,000     |
| TOTAL GRANT FUNDING:                             | $0      | $0      | $0      | $275,000| $0      | $275,000     |

| ENVIRONMENTAL TOTAL:                             | $100,000 | $225,000 | $225,000 | $500,000 | $0      | $1,050,000   |

* New Project
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<td>5 Year Total</td>
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## PUBLIC BUILDINGS

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**PUBLIC BUILDINGS TOTAL:** $10,073,070 | $9,218,000 | $15,184,000 | $27,858,000 | $0 | $62,333,070
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</tbody>
</table>

**SCHOOLS TOTAL:**

<p>|           | $14,400,000| $22,000,000| $19,000,000| $12,100,000| $0        | $67,500,000    |</p>
<table>
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<tr>
<th>Project Name</th>
<th>FY 2020</th>
<th>FY 2021</th>
<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
<th>5 Year Total</th>
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<tbody>
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<td><strong>CASH CAPITAL - OPERATING BUDGET</strong></td>
<td></td>
<td></td>
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<td>$2,000,000</td>
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<td>$0</td>
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<tr>
<td>Washington Avenue Streetscape Improvements - 34th to 38th St</td>
<td>$100,000</td>
<td>$0</td>
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<td>$2,550,000</td>
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<td><strong>GEN OBLIGATION BOND (GOB)</strong></td>
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<td>$300,000</td>
<td>$300,000</td>
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<td>$630,000</td>
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<td>$449,000</td>
<td>$272,000</td>
<td>$311,000</td>
<td>$349,000</td>
<td>$0</td>
<td>$1,381,000</td>
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<td>$0</td>
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<td>$191,000</td>
<td>$197,000</td>
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<td>$320,000</td>
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<td>$424,000</td>
<td>$500,000</td>
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<td>$500,000</td>
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<td>$560,000</td>
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<tr>
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<td>$3,000,000</td>
<td>$3,500,000</td>
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<td>$13,500,000</td>
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<td>$500,000</td>
<td>$0</td>
<td>$0</td>
<td>$500,000</td>
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<tr>
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<td>FY 2020</td>
<td>FY 2021</td>
<td>FY 2022</td>
<td>FY 2023</td>
<td>FY 2024</td>
<td>5 Year Total</td>
</tr>
<tr>
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<td>---------</td>
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<td>Washington Avenue Streetscape Improvements - 34th to 36th St</td>
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**OTHER**

| Independence Boulevard                                           | $0      | $0      | $2,000,000 | $1,500,000 | $0 | $3,500,000 |
| TOTAL OTHER:                                                     | $0      | $0      | $2,000,000 | $1,500,000 | $0 | $3,500,000 |

**STREETS AND BRIDGES TOTAL:**

|                                                                | $25,168,000 | $17,799,000 | $18,776,000 | $20,267,000 | $0 | $82,030,000 |
### SEWER REHABILITATIONS

<table>
<thead>
<tr>
<th>Project Name</th>
<th>FY 2020</th>
<th>FY 2021</th>
<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
<th>5 Year Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>* New Project</td>
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#### CASH CAPITAL - OPERATING BUDGET

<table>
<thead>
<tr>
<th>Project Name</th>
<th>FY 2020</th>
<th>FY 2021</th>
<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
<th>5 Year Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sanitary Sewer Rehabilitation Program</td>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<td>TOTAL CASH CAPITAL - OPERATING BUDGET:</td>
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<td>$0</td>
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#### GEN OBLIGATION BOND (GOB)

<table>
<thead>
<tr>
<th>Project Name</th>
<th>FY 2020</th>
<th>FY 2021</th>
<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
<th>5 Year Total</th>
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</thead>
<tbody>
<tr>
<td>Sanitary Sewer Maintenance, Operation and Management (MOM) Program</td>
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<td>$822,000</td>
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<td>Sanitary Sewer Rehabilitation Program</td>
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<td>SWIFT - Sanitary Sewer Rehabilitation</td>
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#### SEWER REHABILITATIONS TOTAL:

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<th>FY 2022</th>
<th>FY 2023</th>
<th>FY 2024</th>
<th>5 Year Total</th>
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<tbody>
<tr>
<td>$8,039,000</td>
<td>$8,283,000</td>
<td>$8,527,000</td>
<td>$8,612,000</td>
<td>$0</td>
<td>$33,461,000</td>
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<tr>
<td>Project Name</td>
<td>FY 2020</td>
<td>FY 2021</td>
<td>FY 2022</td>
<td>FY 2023</td>
<td>FY 2024</td>
</tr>
<tr>
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<td>CASH CAPITAL - OPERATING BUDGET</td>
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<tr>
<td>32nd Street Drainage Improvements</td>
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<td>Main Street Pump Station &amp; Plant</td>
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<td>FY 2022</td>
<td>FY 2023</td>
<td>FY 2024</td>
</tr>
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<td>Cathodic Inspection/Rehab Pipelines</td>
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| WATERWORKS TOTAL:                                                           | $30,180,000 | $27,080,000 | $18,580,000 | $6,280,000 | $0      | $82,120,000  |
2. Ordinance Amending and Reordaining City Code Chapter 6, Animals and Fowl; Article I., In General; Section 6-1.1, Definitions Generally; and Article III., Animal Welfare Ordinance; Section 6-78, Unattended Tethering of Dogs Prohibited; Exceptions

ACTION: A REQUEST TO ADOPT AN ORDINANCE AMENDING AND REORDAINING CITY CODE CHAPTER 6, ANIMALS AND FOWL; ARTICLE I., IN GENERAL; SECTION 6-1.1, DEFINITIONS GENERALLY; AND ARTICLE III., ANIMAL WELFARE ORDINANCE; SECTION 6-78, UNATTENDED TETHERING OF DOGS PROHIBITED; EXCEPTIONS.

BACKGROUND: • During its 2018-2019 session, the Virginia General Assembly adopted new wording and definitions related to various animal related statutes.

• The new wording provides more detailed definitions for "Adequate Shelter," "Adequate Space," as well as provides additional regulations pertaining to the tethering of dogs.

• The amendments provide for greater protection of animals in hot or cold weather situations, as well as sets a minimum length and maximum weight of a dog tether.

• The amendment of the existing City Code of Ordinances will ensure compliance with the new State Statutes, which became effective on July 1, 2019.

• The City Manager recommends approval.

FISCAL IMPACT: • N/A

ATTACHMENTS:
Description
Memo to HCC re Chpt 6 Animals and Fowls 7.3.19
sdm16937 Sec 6-1.1 and Sec 6-78 - Definitions & Unattended Tethering (revised)
CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

July 3, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: Ordinance Amending Chapter 6, Animals and Fowl

The City Attorney has advised that changes have been made to the Code of Virginia, 1950, as amended that require an update to the City Code and requests City Council’s approval.

The changes will require amendments to Chapter 6, Animals and Fowl; Article I, In General; Sec. 6-1.1, Definitions Generally; and Article III, Animal Welfare Ordinance; Sec. 6-78, Unattended Tethering of Dogs Prohibited; Exceptions.

The changes clarify what is considered “adequate shelter” for animals during hot and cold weather, what is considered “adequate space” for animals that are tethered, and what constitutes tethering and the type of tether allowed by law.

I recommend approval.

Cynthia D. Rohlf

CDR:sdm

Attachment

cc: Michael Poplawski, Director, Department of Parks, Recreation and Tourism
ORDINANCE NO. ________________

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 6, ANIMALS AND FOWL, OF THE CODE OF THE CITY OF NEWPORT NEWS, VIRGINIA, ARTICLE I., IN GENERAL, SECTION 6-1.1, DEFINITIONS GENERALLY; AND ARTICLE III., ANIMAL WELFARE ORDINANCE, SECTION 6-78, UNATTENDED TETHERING OF DOGS PROHIBITED; EXCEPTIONS.

1. NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Newport News, Virginia:

That Chapter 6, Animals and Fowl, of the Code of the City of Newport News, Virginia, Article I., In General, Section 6-1.1, Definitions generally; and Article III., Animal Welfare Ordinance, Section 6-78, Unattended tethering of dogs prohibited; exceptions, be, and the same hereby is, amended and reordained as follows:

CHAPTER 6

ANIMALS AND FOWL

ARTICLE I. IN GENERAL

Sec. 6-1.1. Definitions generally.

For the purposes of this chapter, the following words and terms shall have the meaning respectively ascribed to them:

*Abandon* means to desert, forsake, or absolutely give up an animal without having secured another owner or custodian for the animal or by failing to provide the elements of basic care as set forth in section 6-62 for a period of five consecutive days.

*Adequate care or care* means the responsible practice of good animal husbandry, handling, production, management, confinement, feeding, watering, protection, shelter, transportation, treatment, and, when necessary, euthanasia, appropriate for the age, species, condition, size and type of the animal and the provision of veterinary care when needed to prevent suffering or impairment of health.

*Adequate exercise or exercise* means the opportunity for the animal to move sufficiently to maintain normal muscle tone and mass for the age, species, size, and condition of the animal.
Adequate feed means access to and the provision of food that is of sufficient quantity and nutritive value to maintain each animal in good health; is accessible to each animal; is prepared so as to permit ease of consumption for the age, species, condition, size and type of each animal; is provided in a clean and sanitary manner; is placed so as to minimize contamination by excrement and pests; and is provided at suitable intervals for the species, age, and condition of the animal, but at least once daily, except as prescribed by a veterinarian or as dictated by naturally occurring states of hibernation or fasting normal for the species.

Adequate shelter means provision of and access to shelter that is suitable for the species, age, condition, size, and type of each animal; provides adequate space for each animal; is safe and protects each animal from injury, rain, sleet, snow, hail, direct sunlight, the adverse effects of heat or cold, physical suffering, and impairment of health; is properly lighted; is properly cleaned; enables each animal to be clean and dry, except when detrimental to the species; during hot weather, is properly shaded and does not readily conduct heat; during cold weather, has a windbreak at its entrance and provides a quantity of bedding material consisting of straw, cedar shavings, or the equivalent that is sufficient to protect the animal from cold and promote the retention of body heat; and for dogs and cats, provides a solid surface, resting platform, pad, floor mat, or similar device that is large enough for the animal to lie on in a normal manner and can be maintained in a sanitary manner. Under this chapter, shelters whose wire, grid, or slat floors: (i) permit the animals’ feet to pass through the openings; (ii) sag under the animals’ weight; or (iii) otherwise do not protect the animals’ feet or toes from injury are not adequate shelter.

Adequate space means sufficient space to allow each animal to: (i) easily stand, sit, lie, turn about, and make all other normal body movements in a comfortable, normal position for the animal; and (ii) interact safely with other animals in the enclosure. When an animal is tethered, “adequate space” means that the tether to which the animal is attached permits the above actions and is appropriate to the age and size of the animal; is attached to the animal by a properly applied collar, halter, or harness configured so as to protect the animal from injury and prevent the animal or tether from becoming entangled with other objects or animals, or from extending over an object or edge that could result in the strangulation or injury of the animal; and is at least ten feet in length or three times the length of the animal, as measured from the tip of its nose to the base of its tail, whichever is greater, except when the animal is being walked on a leash or is attached by a tether to a lead line, does not, by its material, size, or weight or any other characteristic, cause injury or pain to the animal; does not weigh more than one-tenth of the animal’s body weight; and does not have weights or other heavy objects attached to it. The walking of an animal on a leash by its owner shall not constitute the tethering of the animal for the purpose of this definition. When freedom of movement would endanger the animal, temporarily and appropriately restricting movement of the animal according to professionally accepted standards for the species is considered provision of adequate space. The provisions of this definition that relate to tethering shall not apply to agricultural animals.

Adequate water means provision of and access to clean, fresh, potable water of a drinkable temperature that is provided in a suitable manner, in sufficient volume, and at suitable intervals appropriate for the weather and temperature, to maintain normal hydration for the age, species,
condition, size and type of each animal, except as prescribed by a veterinarian or as dictated by naturally occurring states of hibernation or fasting normal for the species; and is provided in clean, durable receptacles that are accessible to each animal and are placed so as to minimize contamination of the water by excrement and pests or an alternative source of hydration consistent with generally accepted husbandry practices.

*Adoption* means the transfer of ownership of a dog or a cat, or any other companion animal, from a releasing agency to an individual.

*Agricultural animals* means all livestock and poultry.

*Ambient temperature* means the temperature surrounding the animal.

*Animal* means any nonhuman vertebrate species except fish. For the purposes of section 6-58, animal means any nonhuman vertebrate species including fish except those fish captured and killed or disposed of in a reasonable and customary manner.

*Animal control officer* means a person appointed as an animal control officer or deputy animal control officer.

*Aquaculture facility* means any land, structure, or other appurtenance that is used for aquaculture, including any laboratory, hatchery, pond, raceway, pen, cage, incubator, or other equipment used in aquaculture.

*Boarding establishment* means a place or establishment other than a public or private animal shelter where companion animals not owned by the proprietor are sheltered, fed, and watered in exchange for a fee.

*Collar* means a well-fitted device, appropriate to the age and size of the animal, attached to the animal’s neck in such a way as to prevent trauma or injury to the animal.

*Commercial dog breeder* means any person who, during any 12-month period, maintains 30 or more adult female dogs for the primary purpose of the sale of their offspring as companion animals.

*Companion animal* means any domestic or feral dog, domestic or feral cat, nonhuman primate, guinea pig, hamster, rabbit not raised for human food or fiber, exotic or native animal, reptile, exotic or native bird or any feral animal or any animal under the care, custody, or ownership of a person or any animal that is bought, sold, traded or bartered by any person. Agricultural animals, game species, or any animals regulated under federal law as research animals shall not be considered companion animals for the purposes of this chapter.

*Consumer* means any natural person purchasing an animal from a dealer or pet shop or hiring
the services of a boarding establishment. The term “consumer” shall not include a business or corporation engaged in sales or services.

*Dealer* means any person who in the regular course of business for compensation or profit buys, sells, transfers, exchanges, or barter companion animals. The following shall not be considered dealers: (i) any person who transports companion animals in the regular course of business as a common carrier or (ii) any person whose primary purpose is to find permanent adoptive homes for companion animals.

*Direct and immediate threat* means any clear and imminent danger to an animal’s health, safety or life.

*Dump* means to knowingly desert, forsake, or absolutely give up without having secured another owner or custodian any dog, cat, or other companion animal in any public place including the right-of-way of any public highway, road or street or on the property of another.

*Emergency veterinary treatment* means veterinary treatment to stabilize a life-threatening condition, alleviate suffering, prevent further disease transmission, or prevent further disease progression.

*Enclosure* means a structure used to house or restrict animals from running at large.

*Euthanasia* means the humane destruction of an animal accomplished by a method that involves instantaneous unconsciousness and immediate death or by a method that involves anesthesia, produced by an agent that causes painless loss of consciousness, and death during such loss of consciousness.

*Exhibitor* means any person who has animals for or on public display, excluding an exhibitor licensed by the U. S. Department of Agriculture.

*Facility* means a building or portion thereof as designed by the State Veterinarian, other than a private residential dwelling and its surrounding grounds, that is used to contain a primary enclosure or enclosures in which animals are housed or kept.

*Farming activity* means consistent with standard animal husbandry practices, the raising, management, and use of agricultural animals to provide food, fiber, or transportation and the breeding, exhibition, lawful recreational use, marketing, transportation, and slaughter of agricultural animals pursuant to such purposes.

*Foster care provider* means a person who provides care or rehabilitation for companion animals through an affiliation with a public or private animal shelter, home-based rescue, releasing agency, or other animal welfare organization.
Foster home means a private residential dwelling and its surrounding grounds, or any facility other than a public or private animal shelter, at which site through an affiliation with a public or private animal shelter, home-based rescue, releasing agency, or other animal welfare organization or rehabilitation is provided for companion animals.

Groomer means any person who, for a fee, cleans, trims, brushes, makes neat, manicures, or treats any animal for external parasites.

Home-based rescue means an animal welfare organization that takes custody of companion animals for the purpose of facilitating adoption and houses such companion animals in a foster home or a system of foster homes.

Humane means any action taken in consideration of and with the intent to provide for the animals health and well-being.

Humane investigator means a person who has been appointed by a circuit court as a humane investigator.

Humane society means any incorporated, nonprofit organization that is organized for the purpose of preventing cruelty to animals and promoting humane care and treatment or adoptions of animals.

Immediate control means restrained either by leash, cord or chain, not exceeding eight (8) feet in length or under voice control of the owner.

Incorporated means organized and maintained as a legal entity in the Commonwealth.

Kennel means any establishment in which five or more canines, felines, or hybrids of either are kept for the purpose of breeding, hunting, training, renting, buying, boarding, selling, or showing.

Law enforcement officer means any person who is a full-time or part-time employee of a police department or sheriff’s office that is part of or administered by the Commonwealth or any political subdivision thereof and who is responsible for the prevention and detection of crime and the enforcement of the penal, traffic or highway laws of the Commonwealth. Part-time employees are compensated officers who are not full-time employees as defined by the employing police department of sheriff’s office.

Livestock includes all domestic or domesticated: bovine animals; equine animals; ovine animals; porcine animals; cervidae animals; capradae animals; animals of the genus Lama; ratites; fish or shellfish in aquaculture facilities; enclosed domesticated rabbits or hares raised for human food or fiber; or any other individual animal specifically raised for food or fiber, except companion animals.
Ordinance means any law, rule, regulation or ordinance adopted by the governing body of any locality.

Other officer includes all other persons employed or elected by the people of Virginia, or by any locality, whose duty it is to preserve the peace, to make arrests, or to enforce the law.

Owner means any person who: (i) has a right of property in an animal; (ii) keeps or harbors an animal; (iii) has an animal in his care; or (iv) acts as a custodian of an animal.

Pet shop means an establishment where companion animals are bought, sold, exchanged, or offered for sale or exchange to the general public.

Poultry includes all domestic fowl and game birds raised in captivity.

Primary enclosure means any structure used to immediately restrict an animal or animals to a limited amount of space, such as a room, pen, cage, compartment, or hutch. For tethered animals, the term includes the shelter and the area within reach of the tether.

Private animal shelter means a facility that is used to house or contain animals and that is owned or operated by an incorporated, nonprofit, and nongovernmental entity, including a humane society, animal welfare organization, society for the prevention of cruelty to animals, or any other organization operating for the purpose of finding permanent adoptive homes for animals.

Properly cleaned means that carcasses, debris, food waste, and excrement are removed from the primary enclosure with sufficient frequency to minimize the animals' contact with the above-mentioned contaminants; the primary enclosure is sanitized with sufficient frequency to minimize odors and the hazards of disease; and the primary enclosure is cleaned so as to prevent the animals confined therein from being directly or indirectly sprayed with the stream of water, or directly or indirectly exposed to hazardous chemicals or disinfectants.

Properly lighted when referring to a facility means sufficient illumination to permit routine inspections, maintenance, cleaning, and housekeeping of the facility, and observation of the animals; to provide regular diurnal lighting cycles of either natural or artificial light, uniformly diffused throughout the facility; and to promote the well-being of the animals.

Properly lighted when referring to a private residential dwelling and its surrounding grounds means sufficient illumination to permit routine maintenance and cleaning thereof, and observation of the companion animals; and to provide regular diurnal lighting cycles of either natural or artificial light to promote the well-being of the animals.

Public animal shelter means a facility operated by the Commonwealth, or any locality, for the purpose of impounding or sheltering seized, stray, homeless, abandoned, unwanted, or surrendered animals or a facility operated for the same purpose under a contract with any locality.
Releasing agency means (i) a public animal shelter or (ii) a private animal shelter, humane society, animal welfare organization, society for the prevention of cruelty to animals, or other similar entity or home-based rescue that releases companion animals for adoption.

Research facility means any place, laboratory, or institution licensed by the U.S. Department of Agriculture at which scientific tests, experiments, or investigations involving the use of living animals are carried out, conducted, or attempted.

Sanitize means to make physically clean and to remove and destroy, to a practical minimum, agents injurious to health.

Service animal means a dog trained to accompany its owner with a disability for the purpose of carrying items, retrieving objects, pulling a wheelchair or other such activities of service or support.

Shelter means both public animal shelters and private animal shelters as defined herein.

Sore means, when referring to an equine, that an irritating or blistering agent has been applied, internally or externally, by a person to any limb or foot of an equine; any burn, cut, or laceration that has been inflicted by a person to any limb or foot of an equine; any tack, nail, screw, or chemical agent that has been injected by a person into or used by a person on any limb or foot of an equine; any other substance or device that has been used by a person on any limb or foot of an equine; or a person has engaged in a practice involving an equine, and as a result of such application, infliction, use, or practice, such equine suffers, or can reasonably be expected to suffer, physical pain or distress, inflammation, or lameness when walking, trotting, or otherwise moving, except that such term does not include such an application, infliction, injection, use or practice in connection with the therapeutic treatment of an equine by or under the supervision of a licensed veterinarian. Notwithstanding anything contained herein to the contrary, nothing shall preclude the shoeing, use of pads, and use of action devices as permitted by the Code of Federal Regulations (9 C.F.R. Part 11.2.)

Sterilize or sterilization means a surgical or chemical procedure performed by a licensed veterinarian that renders a dog or cat permanently incapable of reproducing.

Treasurer includes the treasurer and his assistants of each county or city or other officer designated by law to collect taxes in such county or city.

Treatment or adequate treatment means the responsible handling or transportation of animals in the person's ownership, custody or charge, appropriate for the age, species, condition, size and type of the animal.

Vertebrate means any animal that has a backbone or spinal column.
Veterinary treatment means treatment by or on the order of a duly licensed veterinarian.

Weaned means that an animal is capable of and physiologically accustomed to ingestion of solid food or food customary for the adult of the species and has ingested such food, without nursing, for a period of at least five (5) days.

Wild animal means any animal except those defined as companion animals, livestock or poultry.

ARTICLE III. ANIMAL WELFARE ORDINANCE

Sec. 6-78. Unattended tethering of dogs prohibited; exceptions.

(a) It shall be unlawful to tether any unattended dog for a period exceeding one (1) continuous hour.

(b) When a dog is tethered, it must have adequate space as defined in Section 6-1.1. The tether must be attached to the dog by a properly applied collar, halter, or harness configured so as to protect the dog from injury and prevent the dog or the tether from becoming entangled with other objects or dogs, or from extending over an object or edge that could result in the strangulation or injury of the dog. Furthermore, the tether must be at least three (3) times the length of the dog, as measured from the tip of its nose to the base of its tail.

(c) Any owner, whose dog has a valid license pursuant to section 6-33 as of February 1, 2015, shall be exempt from the provisions of this section as it relates to each dog owned and licensed prior to February 1, 2015. The exemption provided by this subsection shall be forever forfeit for any dog whose license is not renewed by February 1 of any subsequent year.

(d) Violations of this section shall constitute a Class 3 misdemeanor.

2. That this ordinance shall be in effect on and after the date of its adoption, July 9, 2019.
3. Ordinance Amending and Reordaining City Code Chapter 30, Pawnbrokers; Buyers of Old Gold and Silver; to Define "Pawnbrokers" and Require Documentation of Identity of the Person Pawning

**ACTION:**
A REQUEST TO ADOPT AN ORDINANCE AMENDING AND REORDAINING CITY CODE CHAPTER 30, PAWNBROKERS; BUYERS OF OLD GOLD AND SILVER; ARTICLE I., PAWNBROKERS; SECTION 30-1, DEFINITION OF PAWNBROKER; SECTION 30-2, LICENSE REQUIRED; LICENSE AUTHORIZED BY COURT; BUILDING DESIGNATED IN LICENSE, PENALTY; SECTION 30-3, BOND REQUIRED; PRIVATE ACTION ON BOND; AND SECTION 30-7, RECORDS TO BE KEPT; CREDENTIALS OF PERSONS PAWNING GOODS; AND ARTICLE III., SECTION 30-32, RECORDS TO BE KEPT; COPY FURNISHED TO LOCAL AUTHORITIES; AND SECTION 30-34, CREDENTIALS AND STATEMENT OF OWNERSHIP REQUIRED FROM SELLER.

**BACKGROUND:**
- During its 2018-2019 session, the Virginia General Assembly adopted new wording and definitions related to pawnbrokers and buyers of old gold and silver.

- The new wording in Sections 30-1, 30-2, and 30-3 clarifies the definition of "Pawnbrokers", as “natural” persons and not corporations and other entities.

- The amendments to Sections 30-7, 30-32, and 30-34 clarify that pawnbrokers and buyers of old gold and silver shall document the identity of the person pawning, by an unexpired, government-issued identification card, with a legal address and photograph.

- The amendment of the existing City Code of Ordinances will ensure compliance with the new State Statutes, which go into effect on July 1, 2019.

- The City Manager recommends approval.

**FISCAL IMPACT:**
- N/A
ATTACHMENTS:
Description
Memo to HCC re Chapter 30 Pawnbrokers Ord Amnd 7.3.19
Amend Chpt 30 - Pawnbrokers (state code)
CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

July 3, 2019

TO: The Honorable City Council

FROM: City Manager

SUBJECT: Ordinance Amending Chapter 30, Pawnbrokers; Buyers of Old Gold and Silver

The General Assembly amended the definition of “pawnbroker” to include only “natural” persons and not corporations and other entities. The draft ordinance amends Sections 30-1, 30-2, and 30-3 of the City Code to include this language. Pawnbrokers that are not natural persons may continue to operate pursuant to a valid, unexpired license until June 30, 2020.

The draft ordinance also amends Sections 30-7, 30-32, and 30-34 to clarify that pawnbrokers and buyers of gold and silver shall document the identity of the person pawning, pledging or selling goods by requiring an unexpired government issued identification card bearing the current legal address and photograph of the person. If the government issued identification card does not bear the current legal address, the person shall present other documentation verifying their current legal address.

The City Attorney has advised that changes have been made to the Code of Virginia, 1950, as amended, that require updates to the City Code and requests City Council’s approval. As Council may recall, this was one of the requests included in your Legislative Package.

I recommend approval.

Cynthia D. Rohlf

CDR:sdm

Attachment

cc: Steven R. Drew, Police Chief, Newport News Police Department

G:\Cindy Rohlf\1 CM CORRESPONDENCE\Correspondence\2019\7July\Memo to HCC re Chapter 30 Pawnbrokers Ord Amnd 7.3.19.docx
ORDINANCE NO. ____________

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 30, PAWNBROKERS; BUYERS OF OLD GOLD AND SILVER, OF THE CODE OF THE CITY OF NEWPORT NEWS, VIRGINIA, BY AMENDING ARTICLE I., PAWNBROKERS; SECTION 30-1, DEFINITION OF PAWNBROKER, SECTION 30-2, LICENSE REQUIRED; LICENSE AUTHORIZED BY COURT; BUILDING DESIGNATED IN LICENSE; PENALTY, SECTION 30-3, BOND REQUIRED; PRIVATE ACTION ON BOND, SECTION 30-7, RECORDS TO BE KEPT; CREDENTIALS OF PERSON PAWNING GOODS; AND ARTICLE III. BUYERS OF GOLD AND SILVER; SECTION 30-32, RECORDS TO BE KEPT; COPY FURNISHED TO LOCAL AUTHORITIES, AND SECTION 30-34, CREDENTIALS AND STATEMENT OF OWNERSHIP REQUIRED FROM SELLER.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Newport News, Virginia:

1. That Chapter 30, Pawnbrokers; Buyers of Old Gold and Silver, of the Code of the City of Newport News, Virginia, Article I., Pawnbrokers, Section 30-1, Definition of pawnbroker, Section 30-2, License required; license authorized by court; building designated in license; penalty, Section 30-3, Bond required; private action on bond, Section 30-7, Records to be kept; credentials of person pawning goods; and Article III., Buyers of Gold and Silver, Section 30-32, Records to be kept; copy furnished to local authorities, and Section 30-34, Credentials and statement of ownership required from seller, be, and the same hereby is, amended and reordained as follows:

CHAPTER 30

PAWNBROKERS; BUYERS OF OLD GOLD AND SILVER

ARTICLE I. PAWNBROKERS

Sec. 30-1. Definition of pawnbroker.

"Pawnbroker" means any natural person who lends or advances money or other things for profit on the pledge and possession of tangible personal property, or other valuable things, other than securities or written or printed evidences of indebtedness or title, or who deals in the purchasing of personal property or other valuable things on condition of selling the same back to the seller at a stipulated price.
Sec. 30-2. License required; license authorized by court; building designated in license; penalty.

(a) No natural person shall engage in the business of a pawnbroker without being properly licensed as authorized by the Circuit Court for the City of Newport News, Virginia.

(b) No natural person shall engage in the business of a pawnbroker without having a valid business license issued by the Commissioner of the Revenue for the City of Newport News, Virginia, however, the provisions of this subsection shall not apply to any pawnbroker licensed in the Commonwealth of Virginia prior to July 1, 1998.

(c) The Circuit Court of the City of Newport News, Virginia, may authorize the Commissioner of the Revenue for the City of Newport News, Virginia, to issue to any natural person who has not been convicted of a felony or a crime involving moral turpitude in the last ten (10) years, a license to engage in the business of a pawnbroker. No such license shall be issued by the Commissioner of the Revenue for the City of Newport News, Virginia, except with such authority. Prior to the issuance of the license, the applicant shall furnish his date of birth, a sworn statement or affirmation disclosing any criminal convictions or any pending criminal charges, whether within or without the Commonwealth, and such other information as may be required by this article. The license shall designate the building in which the licensee shall carry on such business. The provisions of this subsection shall not apply to any pawnbroker licensed in the Commonwealth of Virginia prior to July 1, 1998.

(d) No natural person shall engage in the business of a pawnbroker in any location other than the one (1) designated in his license, except with consent of the Circuit Court for the City of Newport News, Virginia.

(e) Any natural person who violates the provisions of this section shall be guilty of a Class 1 misdemeanor. Each day’s violation shall constitute a separate offense.

(f) Any pawnbroker not a natural person may continue to operate pursuant to a valid, unexpired license until June 30, 2020. Thereafter, only natural persons shall be permitted to operate as pawnbrokers.

Sec. 30-3. Bond required; private action on bond.

(a) No natural person shall be licensed as a pawnbroker or engage in the business of a pawnbroker without having in existence a bond with surety in the minimum amount of fifty thousand dollars ($50,000.00) to secure the payment of any judgment recovered under the provisions of subsection (b).

(b) Any person who recovers a judgment against a licensed pawnbroker for the
pawnbroker's misconduct may maintain an action in his own name upon the bond of the 
pawnbroker if the execution issued upon such judgment is wholly or partially unsatisfied.

Sec. 30-7. Records to be kept; credentials of person pawning goods.

(a) Every pawnbroker shall keep at his place of business an accurate and legible record of each loan or transaction in the course of his business, including transactions in which secondhand goods, wares or merchandise is purchased for resale. The account shall be recorded at the time of the loan or transaction and shall include:

1. A description, serial number, and a statement of ownership of the goods, article or thing pawned or pledged or received on account of money loaned thereon, or purchased for resale;

2. The time, date and place of the transaction;

3. The amount of money loaned thereon at the time of pledging the same, or paid as the purchase price;

4. The rate of interest to be paid on such loan;

5. The fees charged by the pawnbroker, itemizing each fee charged;

6. The full name, residence address, telephone number, and driver's license number or other form of identification of the person pawning, pledging or selling the goods, article or thing, together with a particular description, including the height, weight, date of birth, race, gender, hair and eye color, and any other identifying marks, of such person;

7. Verification of the identification by the exhibition of an unexpired government-issued identification card bearing the current legal address and a photograph of the person pawning, pledging, or selling the goods, article or thing, such as a driver's license or military identification card. If the government-issued identification card does not bear the current legal address, the person shall present other documentation verifying his current legal address. The record shall contain the type of identification exhibited, the issuing agency, and the number thereon;

8. A digital image of the form of identification used by the person involved in the transaction;

9. As to loans, the terms and conditions of the loan, including the period for which any such loan may be made; and
(10) All other facts and circumstances respecting such loan or purchase.

(b) A pawnbroker may maintain at his place of business an electronic record of each transaction involving goods, articles or things pawned or pledged or purchased. If maintained electronically, a pawnbroker shall retain the electronic records for at least one (1) year after the date of the transaction and make such electronic records available to any duly authorized law-enforcement officer upon request.

(c) For each loan or transaction, a pawnbroker may charge a service fee for making the daily electronic reports to the appropriate law-enforcement officers required by Section 54.1-4010 of the Code of Virginia, as amended, creating and maintaining the electronic records required under this section, and investigating the legal title to property being pawned or pledged or purchased. Such fee shall not exceed five (5) percent of the amount loaned on such item or paid by the pawnbroker for such item or three dollars ($3.00), whichever is less.

(d) No goods, article, or thing shall be pawned or pledged or received on account of money loaned or purchased for resale if the original serial number affixed to the goods, article, or thing has been removed, defaced, or altered.

(e) The Newport News Chief of Police shall adopt regulations consistent with the regulations promulgated by the superintendent of state police specifying the nature of the particular description for the purposes of subdivision (a)(6) above. The Newport News Chief of Police shall adopt regulations consistent with the regulations promulgated by the superintendent of state police specifying the nature of identifying credentials of the person pawning, pledging or selling the goods, article or thing. Such credentials shall be examined by the pawnbroker, and an appropriate record retained thereof.

ARTICLE III. BUYERS OF GOLD AND SILVER

Sec. 30-32. Records to be kept; copy furnished to local authorities.

(a) Every dealer shall keep at his place of business an accurate and legible record of each purchase of precious metals or gems. The record of each purchase shall be retained by the dealer for at least twenty-four (24) months and shall set forth the following:

(1) A complete description of all precious metals or gems purchased from each seller. The description shall include all names, initials, serial numbers or other identifying marks or monograms on each item purchased, the true weight or carat of any gem, the price paid for each item, and a digital image of all precious metals or gems involved in the transaction;

(2) The date, time and place of receiving the items purchased;
(3) The full name, residence address (in addition to any post office box number, if any), work place, home and work telephone numbers, date of birth, sex, race, height, weight, hair and eye color, and other identifying marks of the person selling the precious metals or gems;

(4) verification of the identification by the exhibition of an unexpired government-issued identification card bearing the current legal address and a photograph of the person selling the precious metals or gems, such as a driver's license or military identification card. If the government-issued identification card does not bear the current legal address, the person shall present other documentation verifying his current legal address. The record shall contain the type of identification exhibited, the issuing agency and the number thereon;

(5) A statement of ownership from the seller; and

(6) A digital image of the form of identification used by the person involved in the transaction.

(b) The information required by subdivisions (1) through (3) of subsection (a) of this section shall appear on each bill of sale for all precious metals and gems purchased by a dealer and a copy shall be mailed or delivered within twenty-four (24) hours of the time of purchase to the chief of police.

Sec. 30-34. Credentials and statement of ownership required from seller.

No dealer shall purchase precious metals or gems without first (i) ascertaining the identity of the seller by requiring an unexpired identification card issued by a governmental agency with the current legal address and a photograph of the seller thereon, and at least one (1) other corroborating means of identification, and (ii) obtaining a statement of ownership from the seller. If the government-issued identification card does not bear the current legal address, the person shall present other documentation verifying his current legal address.

2. That this ordinance shall be in effect on and after the date of its adoption, July 9, 2019.
4. Resolution Authorizing and Directing the City Manager to Enter into a Cooperative Agreement With the Virginia Department of Game and Inland Fisheries and James City County to Operate a Boat Launch and Park on City-Owned Property Adjacent to the Diascund Reservoir in James City County

**ACTION:**

A REQUEST TO APPROVE A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE VIRGINIA DEPARTMENT OF GAME AND INLAND FISHERIES AND JAMES CITY COUNTY TO OPERATE A BOAT LAUNCH AND PARK ON CITY-OWNED PROPERTY ADJACENT TO THE DIASCUND RESERVOIR IN JAMES CITY COUNTY.

**BACKGROUND:**

- The first cooperative agreement between the Virginia Department of Game and Inland Fisheries, James City County, and the City, to operate a boat launch and park on City-owned property adjacent to the Diascund Reservoir, was signed in 1998 and expired in July of 2018.

- The renewed agreement clarifies the maintenance responsibilities and shared operating costs between the three parties for a 25-year period.

- The renewed agreement has been approved by the James City County Board of Supervisors and requires Newport News City Council approval, before being forwarded to the State for approval.

**FISCAL IMPACT:**

- Estimated to be $10,000 for repaving the boat ramp access, plus the maintenance of the lawn area is already included in the budget.

- The City Manager recommends approval.

**ATTACHMENTS:**

Description

Memo to HCC re Diascund Res. Boat Ramp Park Agreement 7.3.19

7/14/1998 Agreement

New Agreement
Co-op Agmt / NN - JCC - DGIF
CITY OF NEWPORT NEWS

OFFICE OF THE CITY MANAGER

July 3, 2019

TO: The Honorable City Council
FROM: City Manager
SUBJECT: Diascund Reservoir Boat Ramp/Park Agreement

In 1998, the Department of Waterworks (Waterworks) entered into a cooperative agreement with the Virginia Department of Game and Inland Fisheries (DGIF) and James City County (JCC) to operate a boat launch and park on City-owned property adjacent to our Diascund Reservoir. That 20-year agreement expired in July of 2018. Waterworks staff has been working with the DGIF and JCC to renew the cooperative agreement. Attached is a new agreement for a term of 25 years that will better define the maintenance responsibilities for all three parties.

In the renewed agreement, Waterworks will be responsible for making the property available for public use, maintaining the lawn area, and covering 50% of the cost of repaving the boat ramp access (estimated to be $10,000). DGIF will be responsible for Maintenance of the boat ramp and dock, and JCC will be responsible for parking lot maintenance and 50% of the ramp access repaving cost. DGIF will also continue to perform regular fisheries management and assessments due to the public access afforded by the agreement and associated facilities.

The new agreement has been approved by the James City County Board of Supervisors. It will require approval by City Council prior to being sent to DGIF for state approval.

City Council is requested to adopt a resolution authorizing this agreement for the purpose of continuing public access and shared operating costs of the boat ramp and park facilities at Diascund Reservoir, with follow-up action referred to my office.

I recommend approval.

Cynthia D. Rohlf

CDR:LBM:sjth
Attachment

sc: Alan K. Archer, Assistant City Manager
Louis B. Martinez, Director, Department of Waterworks
COMMONWEALTH OF VIRGINIA
COOPERATIVE AGREEMENT
BY AND BETWEEN
THE CITY OF NEWPORT NEWS,
THE COUNTY OF JAMES CITY, AND
THE DEPARTMENT OF GAME AND INLAND FISHERIES

This Agreement entered into this 14th day of July 1998 by the CITY OF NEWPORT NEWS hereinafter called the "City", the COUNTY OF JAMES CITY hereinafter called the "County" and the Board of Game and Inland Fisheries and the Department of Game and Inland Fisheries hereinafter called the "Department."

WITNESSETH that the Department, City and County, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows.

SCOPE OF SERVICES

The Department shall act in the capacity of Project Manager to facilitate the engineering, design and construction of a public boating access facility on Diascund Creek Reservoir. This public boating access facility hereinafter called the "Landing" shall be designed and built to Department standards to facilitate access to the waters of the Commonwealth. (Attachment A)

TERM OF AGREEMENT

To begin on the date this agreement is signed by all parties and lasting for a term of twenty (20) years. The funding period for this project is currently set to end 365 days from signing. Should the project require more time, the Department will pursue an extension of funding availability. Terms of this agreement are more specifically described in Attachment B.

FINAL PRODUCT

The Department shall design and construct a public boat landing as described in the Scope of Services, Attachment A. The Landing will meet, but not be limited to the following criteria:

1. Open to the public for boating and fishing access for a minimum of twenty (20) years.
2. Handicapped Accessible (Barrier Free to the top of the ramp or slide)
3. The Department will be responsible for operating and maintaining all public areas associated with the landing.
4. No fees charged for the use of the Landing.

AGREEMENT DOCUMENTS

The Agreement documents, incorporated herein, shall consist of:

1. The signed agreement
2. The attachments of the Agreement consist of:
   a. Attachment A, Scope of Services
   b. Attachment B, Terms of Agreement
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby:

City: CITY OF NEWPORT NEWS
By: EDGAR E. MARONEY
Title: City Manager
Date: July 17, 1998
Approved by Resolution duly adopted on July 14, 1998
ATTEST:
By: 

County: COUNTY OF JAMES CITY
By: Sanford Warner
Title: County Administrator
Date: August 4, 1998

Department: BOARD OF GAME AND INLAND FISHERIES
DEPARTMENT OF GAME AND INLAND FISHERIES
By: William L. Woodfin, Jr.
Title: Director
Date: 7/11/98
ATTACHMENT A - SCOPE OF SERVICES

Project Title: Proposed Diascund Creek Reservoir Boat Landing
Project Location: Diascund Creek Reservoir - County of James City
Project Manager: Samuel S. West
Project Advisors: Phillip D. Lownes

PROJECT OBJECTIVE

Provide water-based recreational activities at the Diascund Creek Reservoir.

PROPOSED PROJECT

To construct a concrete boat ramp, access road, and a parking area in order to provide recreational fisherman, boaters, and other users a readily available site for water-based recreational activities.

The scope of the work will include stripping the topsoil from the proposed access road and parking areas and applying a layer of stone for the base. The ramp will be constructed on fill material places during a drawdown of the reservoir.
ATTACHMENT B - TERMS OF AGREEMENT

GENERAL TERMS AND CONDITIONS FOR RECIPIENTS OF DEPARTMENTAL FUNDS
DEPARTMENT OF GAME AND INLAND FISHERIES
COORDERATIVE AGREEMENT WITH LOCALITIES PROGRAM

1. USE OF DEPARTMENT FUNDS: The Department's funds shall only be used for the purposes and activities covered in the Agreement Proposal.

2. APPLICABLE LAWS: This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia.

3. SEVERABILITY: Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

4. COLLATERAL CONTRACTS: Where there exists any inconsistency between this Agreement and other provisions of collateral Contractual Contracts which are made a part of this Agreement by reference or otherwise, the provisions of this Agreement shall control.

5. INTEGRATION AND MODIFICATION: This Agreement constitutes the entire Agreement between the Department, City and County. No alteration, amendment or modification in the provisions of this Agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

6. DISCLAIMER: Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the project contained herein. Furthermore, the City or County shall not assign, sublet, or sub-agreement any work related to this Agreement or a interest it may have herein without the prior written consent of the Department.

7. TERMINATION FOR CAUSE: The Department reserves the right to terminate the Agreement in whole, or in part, at any time before the date of completion, upon written notice to the City and County, that City or County has failed to comply with the conditions of the Agreement. In connection with such termination or recoveries, the Department shall be in accord with the legal rights and liabilities of the parties.

8. TERMINATION FOR CONVENIENCE: The Department may terminate the Agreement if its funding is terminated. The Department, City or County may terminate the Agreement in whole, or in part, if all parties agree that the continuation of the Agreement program will not produce beneficial results commensurate with further expenditure of funds. The Department, City and County shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The City or County shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Department shall allow full credit to the City or
County for the federal share of the noncancellable obligations properly incurred by the City or County prior to termination. If the Agreement is terminated by the City, prior to the completion of the twenty (20) year period, the City shall repay the Department for any Agreement funds, capital funds and or federal funds invested and documented into the facility by the Department on a prorated schedule for the portion of the term of the Agreement from the date of termination to the end of the period specified.

9. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

10. THE CITY AGREES TO:

   (a) Make available the land, as shown on Attachment C, owned by the City, for public use for access to the waters of the State for boating and fishing.

   (b) Identify and mark the boundary of the Landing and associated bank fishing areas.

   (c) Inspect the Landing and grounds as needed to ensure that the terms of this agreement are being met.

   (d) To maintain the property and grounds for the term of this Agreement; such maintenance shall include cutting weeds and brush, mowing the grass at established public access points and other routine maintenance necessary for safe public use of the Landing.

   (e) Maintain ditches and stormwater treatment units.

11. THE COUNTY AGREES TO:

   (a) Maintain the property and grounds for the term of this Agreement; such maintenance shall include the collection and removal of trash and garbage, removal of debris and other routine maintenance necessary for safe public use of the Landing.

   (b) Patrol the Landing as it deems appropriate to enforce local laws, rules and other public safety regulations.

   (c) May install and maintain an information kiosk; in which all parties may display information.

12. THE DEPARTMENT, subject to available funding and appropriations by the General Assembly, Agrees to:

   (a) Patrol the Landing as it deems appropriate to enforce game, inland fish and boat laws as well as local regulations related to the public use of the Landing.

   (b) Erect and maintain signs related to direction, regulations of the public boat landing, public fishing rights and access.
(c) Maintain and make the necessary improvements to the Landing as needed, including the ramp or slide, pier and parking area, and be responsible for costs associated with those improvements or maintenance. The necessity for maintenances and improvements shall be at the sole discretion of the Department, including repairing the access road and parking lot surface.

(d) Obtain all necessary permits and approvals for the construction of the proposed Landing.

(e) Establish rules and regulations on appropriate public usage, vehicular access, litter control, and sanitation at the Landing.

(f) Make the necessary improvements (complying with all federal, state and local requirements including full accessibility where possible) to the Landing.

(g) Keep the Landing open to the public for boating access and fishing, except for reasonable closures necessary for maintenance or emergencies.

(h) Provide and maintain obvious and conspicuous signs acknowledging participation of the City, Department and any additional partners in the development of the Landing.

13. ALL PARTIES AGREE TO:

(a) The land set aside by this agreement will only be used for the purposes of public access and water supply. Any other uses require prior approval by all parties.

(b) Restrictions governing the use of Diascund Creek Reservoir and marginal lands owned by the City of Newport News provided in City Code Sections 29-54 to 29-60 and the Virginia Health Laws shall apply to all facilities included in the Landing Area.

(c) The Landing’s hours of operation will be one hour before sunrise to one hour after sunset.

(d) Charge no fees for use of the facilities.

(e) By separate agreement the County with the City may operate a concessionaire facility at the Landing.
Attachment B – Site Plan
COMMONWEALTH OF VIRGINIA  
COOPERATIVE AGREEMENT  
BY AND BETWEEN  
JAMES CITY COUNTY, THE CITY OF NEWPORT NEWS  
AND THE COMMONWEALTH OF VIRGINIA,  
DEPARTMENT OF GAME AND INLAND FISHERIES

This Agreement entered into this day of ____________, 2019, by James City County, hereinafter referred to as the "County", the City of Newport News, Virginia, hereinafter referred to as the "City", and the Commonwealth of Virginia, Department of Game and Inland Fisheries hereinafter referred to as the "Department."

WITNESSETH:

WHEREAS, the Department, County and City were parties to an Agreement dated July 14, 1998, hereinafter referred to as the "Original Agreement" for the purpose of providing a portion of real estate located off of the Dasicund Creek Reservoir, owned by the City of Newport News, to establish a public boating access site to include the "Landing", being defined as the concrete boat ramp and the immediately adjacent pier, and the "Facility", being defined as the parking lot and surrounding grounds, excluding the Landing; hereinafter collectively referred to as the "Boating Access Site".

WHEREAS, the Department, County and City, collectively referred to as the "Parties" desire to continue their arrangement to provide boating access for the benefit of the public pursuant to this Cooperative Agreement, hereinafter called the "Agreement."

NOW, THEREFORE, in consideration thereof, and of the promises, terms and covenants herein, the Department, County and City agree as follows:

1) PRIOR AGREEMENT: The aforementioned Original Agreement dated July 14, 1998, included herein as Attachment A, is incorporated by reference. Any other agreements written or verbal, shall be superseded in their entirety by this Agreement.

2) TERM OF AGREEMENT: This Agreement shall remain in force for a period of twenty-five (25) years from the date of execution. Upon the expiration of the twenty-five (25) year term, this Agreement shall automatically renew from year to year, unless any of the Parties provides written notice of non-renewal to the other Parties at least ninety (90) days prior to the expiration of the current term. Any of the Parties may terminate this Agreement at any time with one hundred and eighty (180) days written notice as described in Paragraph 18, and pursuant to the terms of Paragraph 9 herein.
3) **USE OF DEPARTMENT FUNDS:** Department funds shall only be used for the purposes and activities covered in the Agreement Proposal.

4) **APPLICABLE LAWS:** This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia.

5) **SEVERABILITY:** Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

6) **INCONSISTENCIES IN INCORPORATIONS BY REFERENCE:** Where there exists any inconsistency between this Agreement and provisions of previous written agreements between the Parties regarding the Boating Access Site, which are made a part of this Agreement through incorporation by reference or otherwise, the provisions of this Agreement shall control.

7) **INTEGRATION AND MODIFICATION:** This Agreement constitutes the entire Agreement between the Department, County and City. No alteration, amendment or modification in the provisions of this Agreement shall be effective unless it is reduced to writing, signed by the Parties and attached hereto.

8) **DISCLAIMER:** Nothing in this Agreement shall be construed as authority for any of the Parties to make commitments, which will bind another Party or Parties beyond the project contained herein.

9) **TERMINATION FOR CAUSE:** Either the Department, County or the City may terminate the Agreement, in whole, or in part, at any time before the date of completion, upon written notice to the other Parties that there has been a failure to comply with the conditions of the Agreement. In connection with such termination, any recoveries by the Parties shall be in accord with the legal rights and liabilities of the Parties.

10) **TERMINATION FOR CONVENIENCE:** The Department, County or City may terminate the Agreement after providing proper notice as described in Paragraphs 2 and 16 if all Parties agree that the continuation of the Agreement program will not produce beneficial results commensurate with further expenditure of funds. The Department, County or City may likewise mutually terminate the Agreement, in whole or in part, after proper notice is given as described in Paragraphs 2 and 16 and all Parties agreeing to the same, if the requesting Party’s funding for the Boating Access Site is terminated or reduced. The Department, County and City shall agree upon the termination conditions, including the effective date or, in the case of
partial terminations, the Parties shall agree upon the portions to be terminated. In the event that the County or City elects to terminate said Agreement prior to the expiration of the initial twenty-five year term without the consent of the other Parties, the terminating party shall repay the Department for any Agreement funds, capital funds and/or federal funds invested and documented into the facility during the term of the Agreement by the Department, on a pro-rated schedule for the portion of the term of the Agreement from the date of termination to the end of the initial term.

11) COUNTY AGREEMENT: The County agrees:

a. Together with the City, to provide maintenance and make the necessary renovations to the Facility on the land owned by the City, as shown on Attachment B - The Site Plan, for public use for access to the Diascund Creek Reservoir for boating and fishing.

b. That the land set aside by this Agreement, owned by the City, shall be used by County solely for the purposes of public access for boating and fishing, including but not limited to administrative purposes. Any other uses must be approved by all Parties. If the County utilizes the Boating Access Site or any portion of the Boating Access Site in a manner that causes damage to the Boating Access Site, the County shall, at their own expense, take whatever steps are necessary to repair damages to the Boating Access Site and prevent further, such damage.

c. To share in the patrolling of the Boating Access Site as deemed appropriate by the County to enforce local laws, rules and other public safety regulations, and direct traffic during peak use times.

d. To establish rules and regulations, in cooperation with the City and the Department, on appropriate public usage, vehicular access, litter control, and sanitation at the Boating Access Site, as deemed necessary and/or appropriate by the County, in cooperation with the City and the Department.

e. To keep the Boating Access Site open to the public for boating access and fishing, except for reasonable closures necessary for maintenance and emergencies.

f. To prohibit private advertising signage within the boundaries of Boating Access Site.

g. To charge no fees for the use of the Boating Access Site.

h. Together with the City, to maintain the Facility, its improvements and grounds for the term of this Agreement. County's maintenance shall include maintaining the parking lot surfaces and access road including parking barriers and bollards, collection and removal of trash and garbage, removal of debris and all other Facility maintenance necessary for safe public use of the Boating Access Site. Should the County install trash receptacles, the receptacles must be emptied by the County as often as is required as to prevent the accumulation of litter and trash in or around the Facility.
receptacles.
i. To erect and maintain signs, if needed, related to the rules and regulations established pursuant to item line item (d) of Paragraph 11.

12) CITY AGREEMENT: The City agrees to:

a. Make available the land, as shown on Attachment B - The Site Plan, owned by the City, for public use for access to the waters of Diascund Creek Reservoir for boating and fishing.
b. Identify and mark the boundaries of the Boating Access Site, and associated bank fishing areas, as it outlined on Attachment B - The Site Plan.
c. Inspect the Boating Access Site, and land therein set aside by this Agreement, as needed to ensure that the terms of this Agreement are being met.
d. To establish rules and regulations, in cooperation with the County and the Department, on appropriate public usage, vehicular access, litter control, and sanitation at the Boating Access Site, as deemed necessary and/or appropriate by the City, in cooperation with the County and the Department.
e. Together with the County, to maintain the Facility, its improvements and grounds for the term of this Agreement. City's maintenance shall include cutting weeds and brush, maintaining drainage ditches and mowing the grass at established public access points, as is detailed on Attachment B - The Site Plan.
f. If the City utilizes the Boating Access Site or any portion of the Boating Access Site in a manner that causes damage to the Boating Access Site, the City shall, at their own expense, take whatever steps are necessary to repair damages to the Boating Access Site and prevent further, such damage.
g. To erect and maintain signs, if needed, related to the rules and regulations established pursuant to item line item (d) of Paragraph 12.

13) DEPARTMENT AGREEMENT: The Department, subject to available funding and appropriation by the General Assembly, agrees:

a. To patrol the Boating Access Site as it deems appropriate to enforce game, inland fish and boat laws as well as local regulations related to the public use of the Boating Access Site pursuant to its authority.
b. To maintain signs related to Department Public Boating Access.
c. To be responsible for maintenance and repair of the Landing as required, in the opinion of the Department, for safe use by the public.
d. To allow the City or County to close the Boating Access Site, if necessary, for maintenance and emergencies, in coordination with the Department.
14) AGREEMENT DOCUMENTS: The Agreement documents, incorporated herein, shall consist of:
a. This signed form;
b. The attached description consisting of the following:
   i. Original Agreement dated July 14, 1998 (Attachment A)
   ii. Site Plan (Attachment B)

15) THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

16) NOTICES: All notices hereunder must be in writing and shall be deemed valid if sent via one of the following methods:
a. certified mail, return receipt requested; or
b. overnight delivery service.

17) ALL PARTIES AGREE:
   a. The land set aside by this Agreement is owned by the City as part of its water supply, and any activities authorized pursuant this Agreement are secondary to that primary use. The County and Department agree that their use of the property is limited solely to the purposes of public access for boating and fishing as is detailed herein. Any other uses require prior notification and approval, by all Parties, which notification is to be done via phone or overnight delivery service and which contact information can be found in the below Official Notice Contact Information.
   b. The Landing is strictly for fishing and the launching and retrieval of watercraft.
   c. The Boating Access Site’s hours of operation shall be one hour before sunrise and one hour after sunset.
   d. By separate agreement, the County, with the written approval of both the City and the Department, may construct and operate a concessionaire facility at the Boating Access Site – in accordance with the terms and condition set forth in that mutual agreement.
   e. The Drive and Parking Area, defined as the existing asphalt roads and driveways within the Boating Access Site, are to be resurfaced and sealed (the "Project") at the cooperation, effort and expense of the City and the County together. The City and the County are each to be responsible for 50% (fifty percent) of the total cost of the Project, which Project is to be completed within a reasonable time frame from the execution of this Agreement.

SEE FOLLOWING PAGE
Notices shall be addressed as follows (or to any other address the Parties may designate by like notice):

**Official Notice Contact Information:**

**Department: Virginia Department of Game and Inland Fisheries**

**ATTN:** Real Property Mgmt.  
**Address:** 7870 Villa Park Drive, Suite 400  
Henrico, Virginia 23228

**Telephone:** 804-367-0811  
**Fax No.:** 804-367-2311

**County:** County of James City– Administration

**ATTN:** County Administrator  
**Address:** 101-D Mounts Bay Road  
Williamsburg, VA 23185

With copy to:  
James City County Attorney’s Office  
101-D Mounts Bay Road  
Williamsburg, VA 23185

**Telephone:** 757-253-6612  
**Fax No.:** 757-253-6833

**City:** City of Newport News

**ATTN:** Director, Waterworks Department  
**Address:** 700 Town Center Dr., Suite 500  
Newport News, VA 23606

With copy to:  
City Attorney  
2400 Washington Avenue, 9th Floor  
Newport News, VA 23607

**Telephone:** 757-926-1146  
**Fax No.:** 757-926-1170
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed intending to be bound thereby:

County:  

By:  
County Administrator  
Date:  5-21-19

Approved by Resolution duly adopted on 5/14/2019.

Approved as to form:
Date  County Attorney

City of Newport News:  

By:  
City Manager  
Date:

Approved by Resolution duly adopted on .

Approved as to form:
Date  City Attorney

Commonwealth of Virginia, Department of Game and Inland Fisheries

By:  
Director  
Date:
Attachment A – Original Agreement
RESOLUTION NO. ________


NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newport News:

1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain Cooperative Agreement by and between James City County, the City of Newport News, and the Commonwealth of Virginia Department of Game and Inland Fisheries dated the 14th day of May, 2019.

2. That a copy of the said Agreement is attached hereto and made a part hereof.

3. That this resolution shall be in effect on and after the date of its adoption, July 9, 2019.
COMMONWEALTH OF VIRGINIA
COOPERATIVE AGREEMENT
BY AND BETWEEN
JAMES CITY COUNTY, THE CITY OF NEWPORT NEWS
AND THE COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF GAME AND INLAND FISHERIES

This Agreement entered into this 14 day of May, 2019, by James City County, hereinafter referred to as the "County", the City of Newport News, Virginia, hereinafter referred to as the "City", and the Commonwealth of Virginia, Department of Game and Inland Fisheries hereinafter referred to as the "Department."

WITNESSETH:

WHEREAS, the Department, County and City were parties to an Agreement dated July 14, 1998, hereinafter referred to as the “Original Agreement” for the purpose of providing a portion of real estate located off of the Diascund Creek Reservoir, owned by the City of Newport News, to establish a public boating access site to include the “Landing”, being defined as the concrete boat ramp and the immediately adjacent pier, and the “Facility”, being defined as the parking lot and surrounding grounds, excluding the Landing; hereinafter collectively referred to as the “Boating Access Site”.

WHEREAS, the Department, County and City, collectively referred to as the “Parties” desire to continue their arrangement to provide boating access for the benefit of the public pursuant to this Cooperative Agreement, hereinafter called the “Agreement.”

NOW, THEREFORE, in consideration thereof, and of the promises, terms and covenants herein, the Department, County and City agree as follows:

1) PRIOR AGREEMENT: The aforementioned Original Agreement dated July 14, 1998, included herein as Attachment A, is incorporated by reference. Any other agreements written or verbal, shall be superseded in their entirety by this Agreement.

2) TERM OF AGREEMENT: This Agreement shall remain in force for a period of twenty-five (25) years from the date of execution. Upon the expiration of the twenty-five (25) year term, this Agreement shall automatically renew from year to year, unless any of the Parties provides written notice of non-renewal to the other Parties at least ninety (90) days prior to the expiration of the current term. Any of the Parties may terminate this Agreement at any time with one hundred and eighty (180) days written notice as described in Paragraph 16, and pursuant to the terms of Paragraph 9 herein.
3) USE OF DEPARTMENT FUNDS: Department funds shall only be used for the purposes and activities covered in the Agreement Proposal.

4) APPLICABLE LAWS: This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia.

5) SEVERABILITY: Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

6) INCONSISTENCIES IN INCORPORATIONS BY REFERENCE: Where there exists any inconsistency between this Agreement and provisions of previous written agreements between the Parties regarding the Boating Access Site, which are made a part of this Agreement through incorporation by reference or otherwise, the provisions of this Agreement shall control.

7) INTEGRATION AND MODIFICATION: This Agreement constitutes the entire Agreement between the Department, County and City. No alteration, amendment or modification in the provisions of this Agreement shall be effective unless it is reduced to writing, signed by the Parties and attached hereto.

8) DISCLAIMER: Nothing in this Agreement shall be construed as authority for any of the Parties to make commitments, which will bind another Party or Parties beyond the project contained herein.

9) TERMINATION FOR CAUSE: Either the Department, County or the City may terminate the Agreement, in whole, or in part, at any time before the date of completion, upon written notice to the other Parties that there has been a failure to comply with the conditions of the Agreement. In connection with such termination, any recoveries by the Parties shall be in accord with the legal rights and liabilities of the Parties.

10) TERMINATION FOR CONVENIENCE: The Department, County or City may terminate the Agreement after providing proper notice as described in Paragraphs 2 and 16 if all Parties agree that the continuation of the Agreement program will not produce beneficial results commensurate with further expenditure of funds. The Department, County or City may likewise mutually terminate the Agreement, in whole or in part, after proper notice is given as described in Paragraphs 2 and 16 and all Parties agreeing to the same, if the requesting Party's funding for the Boating Access Site is terminated or reduced. The Department, County and City shall agree upon the termination conditions, including the effective date or, in the case of
partial terminations, the Parties shall agree upon the portions to be terminated. In the event that the County or City elects to terminate said Agreement prior to the expiration of the initial twenty-five year term without the consent of the other Parties, the terminating party shall repay the Department for any Agreement funds, capital funds and/or federal funds invested and documented into the facility during the term of the Agreement by the Department, on a pro-rated schedule for the portion of the term of the Agreement from the date of termination to the end of the initial term.

11) COUNTY AGREEMENT: The County agrees:

a. Together with the City, to provide maintenance and make the necessary renovations to the Facility on the land owned by the City, as shown on Attachment B - The Site Plan, for public use for access to the Diascund Creek Reservoir for boating and fishing.

b. That the land set aside by this Agreement, owned by the City, shall be used by County solely for the purposes of public access for boating and fishing, including but not limited to administrative purposes. Any other uses must be approved by all Parties. If the County utilizes the Boating Access Site or any portion of the Boating Access Site in a manner that causes damage to the Boating Access Site, the County shall, at their own expense, take whatever steps are necessary to repair damages to the Boating Access Site and prevent further, such damage.

c. To share in the patrolling of the Boating Access Site as deemed appropriate by the County to enforce local laws, rules and other public safety regulations, and direct traffic during peak use times.

d. To establish rules and regulations, in cooperation with the City and the Department, on appropriate public usage, vehicular access, litter control, and sanitation at the Boating Access Site, as deemed necessary and/or appropriate by the County, in cooperation with the City and the Department.

e. To keep the Boating Access Site open to the public for boating access and fishing, except for reasonable closures necessary for maintenance and emergencies.

f. To prohibit private advertising signage within the boundaries of Boating Access Site.

g. To charge no fees for the use of the Boating Access Site.

h. Together with the City, to maintain the Facility, its improvements and grounds for the term of this Agreement. County's maintenance shall include maintaining the parking lot surfaces and access road including parking barriers and bollards, collection and removal of trash and garbage, removal of debris and all other Facility maintenance necessary for safe public use of the Boating Access Site. Should the County install trash receptacles, the receptacles must be emptied by the County as often as is required as to prevent the accumulation of litter and trash in or around the
receptacles.

i. To erect and maintain signs, if needed, related to the rules and regulations established pursuant to item line item (d) of Paragraph 11.

12) **CITY AGREEMENT:** The City agrees to:

a. Make available the land, as shown on Attachment B - The Site Plan, owned by the City, for public use for access to the waters of Diasmund Creek Reservoir for boating and fishing.

b. Identify and mark the boundaries of the Boating Access Site, and associated bank fishing areas, as it outlined on Attachment B - The Site Plan.

c. Inspect the Boating Access Site, and land therein set aside by this Agreement, as needed to ensure that the terms of this Agreement are being met.

d. To establish rules and regulations, in cooperation with the County and the Department, on appropriate public usage, vehicular access, litter control, and sanitation at the Boating Access Site, as deemed necessary and/or appropriate by the City, in cooperation with the County and the Department.

e. Together with the County, to maintain the Facility, its improvements and grounds for the term of this Agreement. City's maintenance shall include cutting weeds and brush, maintaining drainage ditches and mowing the grass at established public access points, as is detailed on Attachment B -The Site Plan.

f. If the City utilizes the Boating Access Site or any portion of the Boating Access Site in a manner that causes damage to the Boating Access Site, the City shall, at their own expense, take whatever steps are necessary to repair damages to the Boating Access Site and prevent further, such damage.

g. To erect and maintain signs, if needed, related to the rules and regulations established pursuant to item line item (d) of Paragraph 12.

13) **DEPARTMENT AGREEMENT:** The Department, subject to available funding and appropriation by the General Assembly, agrees:

a. To patrol the Boating Access Site as it deems appropriate to enforce game, inland fish and boat laws as well as local regulations related to the public use of the Boating Access Site pursuant to its authority.

b. To maintain signs related to Department Public Boating Access.

c. To be responsible for maintenance and repair of the Landing as required, in the opinion of the Department, for safe use by the public.

d. To allow the City or County to close the Boating Access Site, if necessary, for maintenance and emergencies, in coordination with the Department.
14) AGREEMENT DOCUMENTS: The Agreement documents, incorporated herein, shall consist of:
   a. This signed form;
   b. The attached description consisting of the following:
      i. Original Agreement dated July 14, 1998 (Attachment A)
      ii. Site Plan (Attachment B)

15) THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

16) NOTICES: All notices hereunder must be in writing and shall be deemed valid if sent via one of the following methods:
   a. certified mail, return receipt requested; or
   b. overnight delivery service.

17) ALL PARTIES AGREE:
   a. The land set aside by this Agreement is owned by the City as part of its water supply, and any activities authorized pursuant this Agreement are secondary to that primary use. The County and Department agree that their use of the property is limited solely to the purposes of public access for boating and fishing as is detailed herein. Any other uses require prior notification and approval, by all Parties, which notification is to be done via phone or overnight delivery service and which contact information can be found in the below Official Notice Contact Information.
   b. The Landing is strictly for fishing and the launching and retrieval of watercraft.
   c. The Boating Access Site’s hours of operation shall be one hour before sunrise and one hour after sunset.
   d. By separate agreement, the County, with the written approval of both the City and the Department, may construct and operate a concessionaire facility at the Boating Access Site – in accordance with the terms and condition set forth in that mutual agreement.
   e. The Drive and Parking Area, defined as the existing asphalt roads and driveways within the Boating Access Site, are to be resurfaced and sealed (the “Project”) at the cooperation, effort and expense of the City and the County together. The City and the County are each to be responsible for 50% (fifty percent) of the total cost of the Project, which Project is to be completed within a reasonable time frame from the execution of this Agreement.

SEE FOLLOWING PAGE
Notices shall be addressed as follows (or to any other address the Parties may designate by like notice):

**Official Notice Contact Information:**

**Department:** Virginia Department of Game and Inland Fisheries

**ATTN:** Real Property Mgmt.

**Address:** 7870 Villa Park Drive, Suite 400
Henrico, Virginia 23228

**Telephone:** 804-367-0811

**Fax No.:** 804-367-2311

**County:** County of James City—Administration

**ATTN:** County Administrator

**Address:** 101-D Mounts Bay Road
Williamsburg, VA 23185

With copy to:
James City County Attorney’s Office
101-D Mounts Bay Road
Williamsburg, VA 23185

**Telephone:** 757-253-6612

**Fax No.:** 757-253-6833

**City:** City of Newport News

**ATTN:** Director, Waterworks Department

**Address:** 700 Town Center Dr., Suite 500
Newport News, VA 23606

With copy to:
City Attorney
2400 Washington Avenue, 9th Floor
Newport News, VA 23607

**Telephone:** 757-926-1146

**Fax No.:** 757-926-1170
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed intending to be bound thereby:

County: __________________________

By: Scott A. Stevens  
County Administrator  
Date: 5-21-19

Approved by Resolution duly adopted on 5/14/2019.

Approved as to form:

5/21/2019 __________________________  
County Attorney

City of Newport News: __________________________

By: Cynthia D. Rohlf  
City Manager  
Date: __________________________

Approved by Resolution duly adopted on __________________________.

Approved as to form:

__________________________________________  
City Attorney

ATTEST:

______________________________  
City Clerk

Commonwealth of Virginia, Department of Game and Inland Fisheries

By:  
Director  
Date:
Attachment A – Original Agreement
COMMONWEALTH OF VIRGINIA
COOPERATIVE AGREEMENT
BY AND BETWEEN
THE CITY OF NEWPORT NEWS,
THE COUNTY OF JAMES CITY, AND
THE DEPARTMENT OF GAME AND INLAND FISHERIES

This Agreement entered into this 14th day of July 1998 by the CITY OF
NEWPORT NEWS hereinafter called the "City", the COUNTY OF JAMES CITY
hereinafter called the "County" and the Board of Game and Inland Fisheries and the
Department of Game and Inland Fisheries hereinafter called the "Department."

WITNESSETH that the Department, City and County, in consideration of the mutual
covenants, promises and agreements herein contained, agree as follows.

SCOPE OF SERVICES

The Department shall act in the capacity of Project Manager to facilitate the engineering, design
and construction of a public boating access facility on Discord Creek Reservoir. This
public boating access facility hereinafter called the "Landing" shall be designed and built to
Department standards to facilitate access to the waters of the Commonwealth. (Attachment A)

TERM OF AGREEMENT

To begin on the date this agreement is signed by all parties and lasting for a term of twenty (20)
years. The funding period for this project is currently set to end 365 days from signing. Should
the project require more time, the Department will pursue an extension of funding availability.
Terms of this agreement are more specifically described in Attachment B.

FINAL PRODUCT

The Department shall design and construct a public boat landing as described in the Scope of
Services, Attachment A. The Landing will meet, but not be limited to the following criteria:

1. Open to the public for boating and fishing access for a minimum of twenty (20)
   years.
2. Handicapped Accessible (Barrier Free to the top of the ramp or slide)
3. The Department will be responsible for operating and maintaining all public
   areas associated with the landing.
4. No fees charged for the use of the Landing.

AGREEMENT DOCUMENTS

The Agreement documents, incorporated herein, shall consist of:
1. The signed agreement
2. The attachments of the Agreement consist of:
   a. Attachment A, Scope of Services
   b. Attachment B, Terms of Agreement
c. Attachment C, Site Plan

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby:

City: CITY OF NEWPORT NEWS  
By: EDGAR E. MARONEY  
Title: City Manager  
Date: July 17, 1998  
Approved by Resolution duly adopted on July 14, 1998  
ATTEST:  
By:  

County: COUNTY OF JAMES CITY  
By:  
Title: County Administrator  
Date: August 4, 1998  

Department: BOARD OF GAME AND INLAND FISHERIES  
DEPARTMENT OF GAME AND INLAND FISHERIES  
By: William L. Woodfin, Jr.  
Title: Director  
Date:  

2
ATTACHMENT A - SCOPE OF SERVICES

Project Title: Proposed Diascund Creek Reservoir Boat Landing
Project Location: Diascund Creek Reservoir - County of James City

Project Manager: Samuel S. West
Project Advisors: Phillip D. Lownes

PROJECT OBJECTIVE

Provide water-based recreational activities at the Diascund Creek Reservoir.

PROPOSED PROJECT

To construct a concrete boat ramp, access road, and a parking area in order to provide recreational fisherman, boaters, and other users a readily available site for water-based recreational activities.

The scope of the work will include stripping the topsoil from the proposed access road and parking areas and applying a layer of stone for the base. The ramp will be constructed on fill material places during a drawdown of the reservoir.
ATTACHMENT B - TERMS OF AGREEMENT

GENERAL TERMS AND CONDITIONS FOR RECIPIENTS OF DEPARTMENTAL FUNDS
DEPARTMENT OF GAME AND INLAND FISHERIES
COOPERATIVE AGREEMENT WITH LOCALITIES PROGRAM

1. USE OF DEPARTMENT FUNDS: The Department's funds shall only be used for the purposes and activities covered in the Agreement Proposal.

2. APPLICABLE LAWS: This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia.

3. SEVERABILITY: Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

4. COLLATERAL CONTRACTS: Where there exists any inconsistency between this Agreement and other provisions of collateral Contractual Contracts which are made a part of this Agreement by reference or otherwise, the provisions of this Agreement shall control.

5. INTEGRATION AND MODIFICATION: This Agreement constitutes the entire Agreement between the Department, City and County. No alteration, amendment or modification in the provisions of this Agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

6. DISCLAIMER: Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the project contained herein. Furthermore, the City or County shall not assign, sublet, or sub-agreement any work related to this Agreement or a interest it may have herein without the prior written consent of the Department.

7. TERMINATION FOR CAUSE: The Department reserves the right to terminate the Agreement in whole, or in part, at any time before the date of completion, upon written notice to the City and County, that City or County has failed to comply with the conditions of the Agreement. In connection with such termination or recoveries, the Department shall be in accord with the legal rights and liabilities of the parties.

8. TERMINATION FOR CONVENIENCE: The Department may terminate the Agreement if its funding is terminated. The Department, City or County may terminate the Agreement in whole, or in part, if all parties agree that the continuation of the Agreement program will not produce beneficial results commensurate with further expenditure of funds. The Department, City and County shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The City or County shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Department shall allow full credit to the City or
County for the federal share of the noncancellable obligations properly incurred by the City or County prior to termination. If the Agreement is terminated by the City, prior to the completion of the twenty (20) year period, the City shall repay the Department for any Agreement funds, capital funds and or federal funds invested and documented into the facility by the Department on a prorated schedule for the portion of the term of the Agreement from the date of termination to the end of the period specified.

9. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

10. THE CITY AGREES TO:

(a) Make available the land, as shown on Attachment C, owned by the City, for public use for access to the waters of the State for boating and fishing.

(b) Identify and mark the boundary of the Landing and associated bank fishing areas.

(c) Inspect the Landing and grounds as needed to ensure that the terms of this agreement are being met.

(d) To maintain the property and grounds for the term of this Agreement; such maintenance shall include cutting weeds and brush, mowing the grass at established public access points and other routine maintenance necessary for safe public use of the Landing.

(e) Maintain ditches and stormwater treatment units.

11. THE COUNTY AGREES TO:

(a) Maintain the property and grounds for the term of this Agreement; such maintenance shall include the collection and removal of trash and garbage, removal of debris and other routine maintenance necessary for safe public use of the Landing.

(b) Patrol the Landing as it seems appropriate to enforce local laws, rules and other public safety regulations.

(c) May install and maintain an information kiosk; in which all parties may display information.

12. THE DEPARTMENT, subject to available funding and appropriations by the General Assembly, Agrees to:

(a) Patrol the Landing as it seems appropriate to enforce game, inland fish and boat laws as well as local regulations related to the public use of the Landing.

(b) Erect and maintain signs related to direction, regulations of the public boat landing, public fishing rights and access.
(c) Maintain and make the necessary improvements to the Landing as needed, including the ramp or slide, pier and parking area, and be responsible for costs associated with those improvements or maintenance. The necessity for maintenance and improvements shall be at the sole discretion of the Department, including repairing the access road and parking lot surface.

(d) Obtain all necessary permits and approvals for the construction of the proposed Landing.

(e) Establish rules and regulations on appropriate public usage, vehicular access, litter control, and sanitation at the Landing.

(f) Make the necessary improvements (complying with all federal, state and local requirements including full accessibility where possible) to the Landing.

(g) Keep the Landing open to the public for boating access and fishing, except for reasonable closures necessary for maintenance or emergencies.

(h) Provide and maintain obvious and conspicuous signs acknowledging participation of the City, Department and any additional partners in the development of the Landing.

13. ALL PARTIES AGREE TO:

(a) The land set aside by this agreement will only be used for the purposes of public access and water supply. Any other uses require prior approval by all parties.

(b) Restrictions governing the use of Diassicund Creek Reservoir and marginal lands owned by the City of Newport News provided in City Code Sections 29-54 to 29-60 and the Virginia Health Laws shall apply to all facilities included in the Landing Area.

(c) The Landing’s hours of operation will be one hour before sunrise to one hour after sunset.

(d) Charge no fees for use of the facilities.

(e) By separate agreement the County with the City may operate a concessionaire facility at the Landing.
Attachment B – Site Plan
5. Resolution Authorizing a Lease Between the City of Newport News and the Industrial Development Authority (IDA) for the Coats & Clark Site/Building and Authorizing and Directing the City Manager to Execute Any Documents Necessary to Effectuate the Transaction

ACTION: A REQUEST TO APPROVE A RESOLUTION AUTHORIZING A LEASE BETWEEN THE CITY OF NEWPORT NEWS (CITY) AND THE INDUSTRIAL DEVELOPMENT AUTHORITY (IDA) FOR THE COATS & CLARK SITE/BUILDING, LOCATED AT 5849 JEFFERSON AVENUE, AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO EFFECTUATE THE TRANSACTION.

BACKGROUND: • The City leased the Coats & Clark Building from the IDA since 1999 for use by the Department of Purchasing for warehouse purposes, as well as personnel space for the Police Department, the Fire Department, and file storage space for a number of other departments, including the City Manager's Office, the City Clerk's Office, and the City Attorney's Office.

• The original lease will expire on July 31, 2019, and the City and the IDA wish to continue the leasing arrangement with a new 10-year lease with two five-year renewal options.

• The new lease reflects only a maintenance reserve and administration fee, as the debt service component of rent in the original lease is no longer applicable.

FISCAL IMPACT: • The annual maintenance reserve and administration fee will initially be $55,000 and $20,000, respectively. Every five-year increment in the term and renewal periods, the maintenance reserve will escalate $10,000 and the administrative fee will escalate $2,000.

• Any repairs to the building costing in excess of $25,000 may be paid from the maintenance reserve, to the extent such funds are available.
- The City Manager recommends approval.

ATTACHMENTS:
Description
Memo to HCC re Coats and Clark Bldg Lease 7.3.19
Auth Deed of Lease - Coats & Clark Site
The City of Newport News has leased what is known as the Coats & Clark Building from the Industrial Development Authority of the City of Newport News, Virginia (IDA) since August of 1999. In addition to Purchasing’s use of space for warehouse purposes, the City utilizes the entire building for personnel space for the Police Department, the Fire Department, and file storage space for a number of other departments, including the City Manager’s Office and the City Attorney’s Office. The original lease will expire on July 31, 2019. The City and the IDA wish to continue the leasing arrangement with a new 10-year lease with two five-year renewal options to reflect the changes that have happened to the site and facility since the original commencement date in 1999.

First, the private placement bonds referenced in the original lease have been paid in full and satisfied by the IDA. Therefore, the current rent calculation, which is based on debt service, a maintenance reserve, and an administration fee, will change to just a maintenance reserve and administration fee. The maintenance reserve will continue to allow budgeting for any structural repair and Capital Reserve items, which will inevitably be needed in the future. For the first five years of the new lease, the annual maintenance reserve will be $55,000 and the annual administration fee will be $20,000. Every five-year increment of the term and renewal periods, the maintenance reserve will escalate $10,000, and the administrative fee will escalate $2,500. Any repairs to the building costing in excess of $25,000 may be paid from the maintenance reserve, to the extent such funds are available.
Second, the new lease reflects that the 1,600-square-foot paint storage warehouse mentioned in the Leased Premises section of the original lease has been demolished.

Finally, the Leased Premises portion of the new lease reflects the 2.612-acre parcel carved out by the IDA in 2012 for the City’s Peninsula Regional Animal Shelter site, with the remaining acreage for the Coats & Clark site and facility being 5.206 acres.

City Council is requested to approve the Resolution, prepared and provided to you by the City Attorney’s Office, authorizing execution of the Lease between the IDA and the City, as outlined above, and authorizing me to execute any documents necessary to effectuate the transaction.

I recommend approval.

Cynthia D. Rohlf

cc: Florence G. Kingston, Director, Department of Development
Lisa J. Cipriano, Director, Department of Budget and Evaluation
RESOLUTION NO. ________

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST, ON BEHALF OF THE CITY OF NEWPORT NEWS, VIRGINIA, THAT CERTAIN DEED OF LEASE BY AND BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF NEWPORT NEWS, VIRGINIA, AND THE CITY OF NEWPORT NEWS, VIRGINIA, DATED THE 9TH DAY OF JULY, 2019, FOR TWO BUILDINGS AND 5.2 ACRES OF LAND LOCATED AT 5849 JEFFERSON AVENUE, KNOWN AS THE COATS AND CLARK PROPERTY.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newport News:

1. That it hereby authorizes and directs the City Manager to execute and the City Clerk to attest, on behalf of the City of Newport News, Virginia, that certain Deed of Lease by and between the Industrial Development Authority of the City of Newport News, Virginia, and the City of Newport News, Virginia, dated the 9th day of July, 2019, for two buildings and 5.2 acres of land located at 5849 Jefferson Avenue, known as the Coats and Clark Property.

2. That a copy of the said Deed of Lease is attached hereto and made a part hereof.

3. That this resolution shall be in effect on and after the date of its adoption, July 9, 2019.
DEED OF LEASE

This DEED OF LEASE (this “Lease”), dated this 9th day of July, 2019, is made by and between the INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF NEWPORT NEWS, VIRGINIA, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as Landlord, and the CITY OF NEWPORT NEWS, VIRGINIA a political subdivision of the Commonwealth of Virginia, hereinafter referred to as Tenant.

WITNESSETH

1.  LEASED PREMISES.

Landlord hereby leases to Tenant and Tenant leases from Landlord for the term, at the rental, and upon all of the conditions set forth herein, the “Leased Premises,” consisting of a free-standing office-warehouse facility containing approximately 49,960 square feet, an office building containing 5,200 square feet, and the land containing approximately 5.2 acres, commonly known as the Coats & Clark Property, located at 5849 Jefferson Avenue, Newport News, Virginia, more fully described on that certain plat entitled “PLAT SHOWING COMPILED PLAT SHOWING AREA TO BE LEASED TO CITY OF NEWPORT NEWS FROM IDA, 226767.71 SQ. FT. 5.206 AC., CITY OF NEWPORT NEWS, VIRGINIA,” dated October 8, 2012 and made by the City of Newport News Dept. of Engineering, a copy of which is attached hereto as Exhibit A.

2.  TERM

   2.1  Initial Term. The term of this Lease shall be for a ten (10) year period (the “Initial Term”), and any extensions or renewals, to be exercised separately, with the term commencing on August 1, 2019 (“Commencement Date”) and ending on July 31, 2029 (the “Expiration Date”) unless terminated or later extended pursuant to any provision of this Lease.
2.2 **Options for Renewal.** Provided that Tenant is not in default under the terms and conditions of this Lease, Tenant shall have the right to renew this Lease for two (2) additional successive periods of five (5) years ("Renewal Periods") each under the same terms and conditions stated herein, provided Tenant gives Landlord notice in writing at its designated address of Tenant’s intention to exercise each option at least six (6) months prior to the Expiration Date and the end of the first of the Renewal Periods. In the event no such notice is received, then this Lease shall terminate at the expiration of its term.

2.3 **Early Termination, Non-Appropriation.** It is understood and agreed between the parties hereto with respect to all payment obligations hereunder, including the payment of Base Rent, late charges, insurance premiums, and additional rent, that Tenant shall be bound and obligated hereunder only to the extent that funds therefore shall have been appropriated and budgeted in any fiscal year of Tenant by the City Council of the City of Newport News (the "City"). In the event that no funds are appropriated and budgeted in any fiscal year for payments due under this Lease, Tenant shall immediately notify Landlord of such occurrence and this Lease shall terminate on the last day of the fiscal year for which appropriation is received, without penalty or expense to Tenant of any kind whatsoever.

3. **RENT**

3.1 **Base Rent.** Tenant shall pay to Landlord, without offset, at its designated address, as rent for the Leased Premises, an annual administrative fee (the "Administrative Fee") of $20,000. The Administrative Fee shall increase to $22,500 per year for years six (6) through ten (10) of the Lease. Should the Tenant exercise its renewal rights under this Lease, the Administrative Fee
shall increase to $25,000 per year during the first Renewal Period and to $27,500 per year during the second Renewal Period. Tenant further agrees to pay an annual maintenance reserve (the “Maintenance Reserve”) of $55,000. The Maintenance Reserve shall increase to $65,000 per year for years six (6) through ten (10) of the Lease. Should the Tenant exercise its renewal rights under this Lease, the Maintenance Reserve shall increase to $75,000 per year during the first Renewal Period and to $85,000 per year during the second Renewal Period. The Administrative Fee and the Maintenance Reserve are collectively referred to as the “Base Rent.” The Base Rent shall be paid in monthly payments beginning on the Commencement Date.

3.2 Additional Rent. Tenant agrees to pay Landlord as additional rent all liabilities chargeable to Landlord (as successor in title to Coats & Clark, Inc. of the Leased Premises), under an agreement (the “Agreement”) dated January 30, 1998, by and between Gary R. McMurray and Teresa F. McMurray and Coats & Clark, Inc. for the repair, maintenance and replacement of a non-exclusive twenty-nine (29) foot easement of right of way and utility lines, all as provided in the Agreement, which is recorded in the Clerk’s Office of the Circuit Court of the City of Newport News, Virginia in Deed Book 1490, page 2026, to which reference is here made.

4. USE OF PREMISES

4.1 Use. Tenant hereby agrees that the Leased Premises will be used solely for warehouses and office space for its fire department, police department, and other governmental purposes of Tenant; provided, however, that Landlord may, in its sole discretion, approve other uses upon written request of the Tenant.

4.2 Compliance With Law. Tenant shall, at Tenant’s expense, comply with all
applicable statutes, ordinances, rules, regulations, orders, restrictions of record, and requirements in effect during the term or any part of the term hereof regulating the use by Tenant of the Leased Premises. Tenant shall neither use nor permit the use of the Leased Premises in any manner that will tend to create waste or a nuisance.

4.3 **Condition of Premises.** Tenant accepts the Leased Premises in “as is” condition.

4.4 **Surrender.** On the last day of the Initial Term or applicable Renewal Period, or on any sooner termination, Tenant shall surrender the Leased Premises to Landlord in the same condition as when received, broom clean, ordinary wear and tear excepted. Tenant shall repair any damage to the Leased Premises occasioned by the removal of Tenant’s fixtures, furnishings, and equipment.

5. **ALTERATIONS AND ADDITIONS**

5.1 **Tenant Improvements.** Tenant shall not without Landlord’s prior written consent, which consent shall not be unreasonably withheld, make any material structural alterations, improvements, or additions to the Leased Premises, except those which cost less than $100,000. Any and all equipment, fixtures, or improvements which Tenant installs or causes to be installed on the Leased Premises shall remain the property of the Tenant and Tenant shall have the right to remove, at Tenant’s expense, such equipment, fixtures, or improvements provided that Tenant restores the Leased Premises to the condition immediately prior to the installation. If Tenant makes any alterations, improvements, or additions to the Leased Premises without the prior approval of Landlord as heretofore provided, then Landlord may require that Tenant, at Tenant’s expense, remove any or all of the same. Tenant shall not, in any event, lose its right, title, or interest in any
equipment, fixtures or improvements. Tenant further agrees to timely provide Landlord with plans and drawings for any improvements made by Tenant.

5.2 Liens. Tenant shall bond, remove, or have removed, any mechanic's, materialmen’s, or other lien filed or claimed against any or all of the Leased Premises by reason of labor or materials provided for or at the request of the Tenant or any of its contractors or subcontractors.

6. REPAIRS

Tenant agrees during the Initial Term and each of the Renewal Periods, at its own expense, to make all necessary mechanical and structural repairs, including roof, heating, ventilation, and air conditioning. Except as may otherwise be provided in this Lease, Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations to the Leased Premises. Tenant hereby assumes, pursuant to the terms of this Lease, the full and sole responsibility for the operation, repair, maintenance (including but not limited to the maintenance and servicing of the mechanical components of the Leased Premises) and management of the Leased Premises and to keep the Leased Premises in good condition and repair. To the extent that funds are available in the Maintenance Reserve, repairs costing in excess of $25,000 or such other amount as may be mutually agreed upon by the parties, may be paid from the Maintenance Reserve.

7. WAIVER OF SUBROGATION

Tenant and Landlord each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents, and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control to the extent that such loss
or damage is covered by any insurance policy in effect at the time of such loss or damage. Landlord and Tenant will cause their respective insurers to issue appropriate waiver of subrogation endorsements to all policies of insurance carried in connection with the Leased Premises, the improvements thereon constituting a part thereof, or the contents of such facilities.

8. INSURANCE

8.1 Liability Insurance. Tenant agrees that it shall at all times during the term hereof, at its sole cost and expense, carry and maintain comprehensive general public liability insurance against claims for personal injury, including death and property damages, in, on or about the Leased Premises, such insurance to afford protection in the amount of not less than Ten Million Dollars ($10,000,000) in the aggregate in respect to any one occurrence causing bodily injury, personal injury or death, and in the amount of not less than Ten Million Dollars ($10,000,000) to any one person on any one occurrence inclusive of bodily injury, personal injury, or death, and in the amount of not less than Two Million Dollars ($2,000,000) in respect to property damage. Landlord understands and agrees that Tenant may self-insure in lieu of procuring the insurance cited in this paragraph.

8.2 Hazard Insurance. At all times during the term hereof, Tenant shall, at Tenant’s expense, procure and continue in force, “all risk” fire and extended coverage insurance on the Leased Premises at the full replacement cost thereof, unless Tenant self-insures this risk, which self-insurance Landlord hereby consents to.

8.3 Failure of Insurance Requirements. If Tenant fails to provide any of the insurance required under paragraphs 8.1 and 8.2, Landlord may purchase the policies and all premiums shall be paid by Tenant to Landlord as additional rent, unless Tenant has self-insured the risks to be
covered and provided Landlord with a statement of same.

9. **CASUALTY**

9.1 **Notice.** In case of any material damage to or destruction of all or any part of the Leased Premises, Tenant shall give prompt notice thereof to Landlord. Each such notice shall describe generally the nature and extent of such damage, destruction, or loss.

9.2 **Damage and Destruction.** If all or any part of the Leased Premises is destroyed or damaged by fire or other casualty, Tenant shall replace, repair, rebuild or restore the property damaged or destroyed to substantially its same condition as prior to such damage or destruction, with such alterations and additions as Tenant may determine and as will not impair the capacity or character of the Leased Premises for the purpose for which it is then being used or is intended to be used. Tenant shall apply so much as may be necessary of the net proceeds of insurance received by it on account of such damage or destruction to payment of the cost of such replacement, repair, rebuilding or restoration. If such net proceeds shall not be sufficient to pay in full the cost of such replacement, repair, rebuilding or restoration, Tenant shall pay so much of the cost thereof as the Newport News City Council approves and appropriates for such purpose.

10. **CONDEMNATION**

If the Leased Premises or any portion thereof are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called “condemnation”), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If less than the full amount of the Leased
Premises is taken by condemnation, Tenant may, at Tenant’s option, to be exercised in writing within thirty (30) days after Tenant has received written notice of such taking or, in the absence of such notice, within thirty (30) days after the condemning authority shall have taken title or possession, terminate this Lease as of the date the condemning authority takes title or possession.

If Tenant does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Leased Premises remaining.

Tenant shall be entitled to exercise its statutory rights to participate in the condemnation litigation. Tenant shall be entitled to any award for loss of or damage to Tenant’s fixtures, improvements, removable personal property, and any other interest Tenant has in or on the Leased Premises.

11. UTILITIES

Tenant agrees to contract for electricity, fuel, water, sewer, gas, and all other utility charges as may be necessary in its own name, and to pay directly to the utility company the costs for such utilities.

12. ASSIGNMENT AND SUBLETTING

Tenant shall not assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Tenant’s interest in this Lease or in the Leased Premises without Landlord’s prior written consent, which Landlord shall not unreasonably withhold.
13. DEFAULT AND REMEDIES

13.1 Default by Tenant. The occurrence of any of the following events shall constitute a material default and breach of this Lease by Tenant:

(a) The abandonment of the Leased Premises by Tenant without payment of rent;

(b) The failure of Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due where such failure shall continue for a period of ten (10) days;

(c) The breach of any other covenant, condition, or agreement by Tenant under this Lease, when such breach continues uncorrected for a period of thirty (30) days after notice thereof in writing from Landlord to Tenant, except with regard to matters for which compliance cannot be completed within such thirty (30) days, provided Tenant promptly commences, and pursues diligently and in good faith, actions required for compliance.

13.2 Remedies of Landlord. In the event of any such default or breach by Tenant, Landlord may, at its option, in addition to any other remedy available to Landlord under the law, give notice to Tenant that this Lease shall terminate upon the date specified in the notice, which date shall not be earlier than thirty (30) days after the giving of such notice, and upon the date specified in such notice, this Lease shall terminate.

13.3 Default by Landlord.

(a) Landlord shall be in default if Landlord fails to substantially observe or perform Landlord's covenants, conditions, agreements, or obligations contained in this Lease and such failure continues uncorrected for a period of thirty (30) days after notice thereof in writing from Tenant to Landlord, except with regard to matters for which compliance cannot be completed within
such thirty (30) days, provided Landlord promptly commences, and pursues diligently and in good faith, actions required for compliance.

(b) In the event Landlord mortgages, refinances, encumbers, or otherwise finances its interest, and is in default of any payment to a third party thereunder, including any tax payments, Landlord shall timely notify Tenant of such status, and Tenant, in order to avoid a default, shall then have the right, but not the obligation, to make Landlord’s payment and to cure Landlord’s default, and to recover such amount from Landlord.

13.4 Remedies of Tenant. In the event of any such default or breach by Landlord, Tenant may, in addition to any other remedy available to Tenant under the law, give notice to Landlord that this Lease shall terminate upon the date specified in the notice, which date shall not be earlier than thirty (30) days after the giving of such notice, and upon the date specified in such notice, this Lease shall terminate. Tenant may also recover from Landlord all damages incurred by Tenant by reason of Landlord’s default, including reasonable attorney’s fees.

14. BROKERS

Tenant and Landlord each warrant and represent to the other that they have dealt with no broker in connection with the consummation of this Lease.

15. NET LEASE

Except as otherwise explicitly provided herein, Landlord and Tenant intend this Lease to be a “net lease” with Tenant being responsible for all costs of maintenance, utilities, storm water management fees, leasehold taxes, insurance, including all insurance which is the responsibility of
Tenant under this Lease, and taxes attributable to Tenant’s use of the Leased Premises during the Initial Term and any Renewal Period.

16. ENVIRONMENTAL MATTERS

16.1. Pre-Existing Conditions. Landlord agrees that Tenant shall have no liability or obligation whatsoever with respect to pollutants, toxic materials, petroleum oil and/or waste oil, or any other hazardous materials present or introduced upon the Leased Premises prior to Tenant taking possession thereof on August 1, 1999.

16.2. Compliance with Laws. Tenant shall notify Landlord promptly in the event of any presence, discharge, omission, leakage or release of any hazardous materials on the Leased Premises (except for hazardous materials lawfully used and disposed of in the conduct of Tenant’s business, if any and which Tenant is not required to report to any governmental authority under any applicable environmental laws and regulations) and will promptly forward to Landlord copies of any notices sent or received by Tenant related to alleged violations of environmental laws on the Leased Premises. Tenant will comply with all applicable environmental laws and regulations in the conduct of its business at the Leased Premises. In the event of the violation of any environmental law by Tenant, Tenant shall promptly, at its sole expense, take such actions as may be necessary to comply with such laws.

16.3. Survival. The provisions contained in this Paragraph 16 shall survive the expiration or earlier termination of this Lease.
17. GENERAL PROVISIONS

17.1. Complete Understanding. This Lease represents the complete understanding between the parties hereto as to the subject matter hereof, and supercedes all prior negotiations, representations, warranties, statements, or agreements, either written or oral, between the parties hereto as to the same.

17.2. Amendment. This Lease may be amended only by an instrument executed by the parties hereto. The City Manager is authorized, subject to the review and approval of the City Attorney, to approve and sign amendments to this Lease on behalf of Tenant.

17.3. Binding Effect, Choice of Law. This Lease shall bind the parties, their personal representatives, agents, successors in title, transferees, successors, and permitted assigns. This Lease shall be given effect and construed by application of the law of the Commonwealth of Virginia and any action to enforce any provision of this Lease shall be brought and maintained in the Circuit Court for the City of Newport News, Virginia.

17.4. Time of essence. Time shall be of the essence of this Lease.

17.5. Headings. The headings of the sections, subsections, paragraphs and subparagraphs hereof are provided herein only for convenience of reference and shall not be considered in construing their contents.

17.6. Severability. No determination by any court or governmental body that any provision of this Lease or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of any other provision hereof. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever as being consistent with, applicable law.
17.7. **Exhibits.** Each writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated hereto is hereby made a part hereof.

17.8. **Authority.** Landlord and Tenant and each individual executing this Lease on behalf of each entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said entity and that this Lease is binding upon said entity in accordance with its terms.

17.9. **Consents.** Wherever in this Lease the consent of one party is required to an act of the other party, such consent shall not be unreasonably withheld or delayed.

17.10. **Force Majeure.** If Landlord or Tenant shall be delayed, hindered, or prevented from the performance of any act required of it under this Lease by reason of act of God, strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, the act, failure to act, or default of the other party, war or any other reason beyond the reasonable control of the party which is seeking additional time for the performance of such act, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a reasonable period, in no event to exceed a period equivalent to the period of such delay. The commencement date and/or the expiration date for any term of this Lease shall be adjusted so as to move either or both forward, as the case may be, for the number of days of the excused delay.

17.11. **Jointly Drafted.** No party or parties to this Lease shall be deemed to be the drafter of this Lease, and if this Lease shall be construed by a court of law, such Court shall not construe any portion of this Lease deemed ambiguous against any party as the drafter.
18. **HOLDING OVER.**

Subject to the right of Landlord to require immediate delivery of possession, if Tenant remains in possession of the Leased Premises or any part thereof after the expiration of the term hereof without the express written consent of Landlord, such occupancy shall be a tenancy from month to month at a rental in the amount of twice the last rental payment calculated for this purpose on a per month basis plus all other charges payable hereunder, and upon all the terms hereof applicable to a month-to-month tenancy.

19. **LANDLORD’S RIGHT OF ENTRY**

Landlord and Landlord’s agents shall have the right to enter the Leased Premises during the term of this Lease by appointment with the Tenant, for purposes of (1) inspecting the Leased Premises; and (2) showing the premises to prospective lenders, tenants, or purchasers, should Tenant not give notice of its intention to renew. During any entry by Landlord to the Leased Premises, Landlord or Landlord’s agents shall accord reasonable care to Tenant’s property.

20. **QUIET ENJOYMENT AND NON-DISTURBANCE**

Tenant’s right to quiet enjoyment of the Leased Premises during its entire tenancy shall not be disturbed in any respect by Landlord or its successors, transferees, mortgagees, and assigns if Tenant is not in default, and so long as Tenant shall pay the Base Rent and Additional Rent and observe and perform all of the covenants and provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. In the event Landlord shall assign, sell, transfer, encumber all or any portion of the Leased Premises by operation of law, foreclosure, or otherwise, or if the Leased
Premises becomes subject to the jurisdiction of the U.S. Bankruptcy Court, then it shall be deemed and construed without further agreement, in such event, that Tenant shall be promptly notified, and that any assignee, transferee, mortgagee, successor, buyer, or third party, including any person appointed by a U.S. Bankruptcy Court, hereinafter “Successor Landlord,” has reaffirmed the Lease, attorned Tenant, and assumed and agreed to take subject to this Lease and Successor Landlord has agreed to carry out all covenants, terms, and conditions of this Lease. In no event shall Landlord or Successor Landlord extinguish Tenant’s interest by foreclosure.

21. **NOTICES**

Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to a party hereto shall be in writing, and may be given by personal delivery or by certified or registered mail via the United States Postal Service to the following addresses. Either party may by notice to the other specify a different address for notice purposes.

**If to Tenant:**
City Manager  
City of Newport News, Virginia  
2400 Washington Avenue, 10th Floor  
Newport News, Virginia 23607

**With a copy to:**
City Attorney  
2400 Washington Avenue, 9th Floor  
Newport News, Virginia 23607

**If to Landlord:**
Industrial Development Authority of the City of Newport News, Virginia  
c/o Department of Development  
2400 Washington Avenue, 3rd Floor  
Newport News, Virginia 23607

**With a copy to:**
Raymond H. Suttle, Jr., Esquire  
Jones, Blechman, Woltz & Kelly, P.C.
IN WITNESS WHEREOF, the INDUSTRIAL DEVELOPMENT AUTHORITY OF THE
CITY OF NEWPORT NEWS, VIRGINIA, has caused these presents to be executed by Alonzo
R. Bell, Jr., its Chair, and Florence G. Kingston, its Secretary/Treasurer, both in that behalf first duly
authorized, and the CITY OF NEWPORT NEWS, VIRGINIA has caused these presents to be
executed by Cynthia D. Rohlf, its City Manager, with its seal hereto affixed, duly attested by Mabel
Washington Jenkins, its City Clerk, both in that behalf first duly authorized.

(Signature Page Follows)
LANDLORD:

INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF NEWPORT NEWS, VIRGINIA

By: ________________________________
    Alonzo R. Bell, Jr., Chair

ATTEST:                                APPROVED AS TO FORM:

______________________________       ________________________________
Florence G. Kingston                 Raymond H. Suttle, Jr.
Secretary/Treasurer                   Counsel for IDA

COMMONWEALTH OF VIRGINIA
City of Newport News, to-wit:

The undersigned Notary Public in and for the jurisdiction aforesaid, hereby certifies that Alonzo R. Bell, Jr., and Florence G. Kingston, whose names appear as Chair and Secretary/Treasurer, respectively, of the INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF NEWPORT NEWS, VIRGINIA, are signed to the foregoing Deed of Lease bearing date on the 9th day of July, 2019, acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this ____ day of __________________, 2019.

______________________________
Notary Public

My Commission Expires: ______________
Registration No.: ________________
TENANT:

CITY OF NEWPORT NEWS, VIRGINIA

By: ____________________________

Cynthia D. Rohlf
City Manager

ATTEST:

Mabel Washington Jenkins, MMC
City Clerk

APPROVED AS TO FORM:

Collins L. Owens, Jr.
City Attorney

COMMONWEALTH OF VIRGINIA
City of Newport News, to-wit:

The undersigned Notary Public in and for the jurisdiction aforesaid, hereby certifies that Cynthia D. Rohlf and Mabel Washington Jenkins, whose names appear as City Manager and City Clerk, respectively, of the CITY OF NEWPORT NEWS, VIRGINIA, are signed to the foregoing Deed of Lease bearing date on the 9th day of July, 2019, acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this _____ day of __________________, 2019.

______________________________
Notary Public

My Commission Expires: ____________
Registration No.: _________________

rep3060

18
H. Appropriations

ACTION: A REQUEST FOR A MOTION OF CITY COUNCIL TO APPROVE AS A BLOCK THE FOLLOWING APPROPRIATIONS.

1. None Submitted
*I. Citizen Comments on Matters Germande to the Business of City Council

J. Old Business, New Business and Councilmember Comments

   City Manager
   City Attorney
   City Clerk

   Cherry
   Harris
   Jenkins
   Price
   Scott
   Vick
   Woodbury

K. Adjourn

*THE BUSINESS PORTION OF THE MEETING WILL BE CONCLUDED NO LATER THAN 10:00 P.M. TO ALLOW PERSONS TO ADDRESS CITY COUNCIL UNDER “CITIZEN COMMENTS ON MATTERS GERMANE TO THE BUSINESS OF CITY COUNCIL.”